

RULE 3011-1 - UNCLAIMED FUNDS (Amended 12/1/2017)

(a) Procedure for Deposit of Unclaimed Funds.

(1) All unclaimed funds shall be deposited into the Treasury registry fund.

(2) Upon receipt of the items and/or information specified in subparagraphs (A) through (C) below, a ledger shall be established and maintained by the financial department of the Clerk's office containing information described in paragraph (3) below:

(A) a check for unclaimed funds;

(B) a declaration that the check has not been cashed within ninety (90) days or was returned as address unknown; and

(C) the name, address and amount owed the creditor.

(3) For each unclaimed fund creditor, a ledger containing the following information shall be maintained:

(A) the name of the debtor(s);

(B) the bankruptcy case number;

(C) the name and address of the creditor(s) whose unclaimed funds have been deposited; and

(D) the amount owed.

(4) The Financial Administrator shall also maintain a copy of the trustee's or debtor's forwarding letter, the check, and the receipt, in a separate file available for public inspection.

(b) Procedure for Payment of Unclaimed Funds. Unclaimed fund petitioners who file five (5) or more petitions for unclaimed funds in a twelve (12) month period are required to file such petitions and supporting documentation electronically in the Court's electronic filing system, or request an exemption pursuant to R.I. LBR 5005-4.

(1) A court order must be obtained before the Clerk of Court may disburse unclaimed funds.

(2) The following documentation is required to obtain a court order to disburse unclaimed funds:

(A) Application for Payment of Unclaimed Funds substantially similar to R.I. Local Form 3011-1.1;

(B) Satisfactory completion of the appropriate identification forms in accordance with this Clerk's office's Instructions for Filing an Application for Payment of Unclaimed Funds, which can be found on the Court's website at www.rib.uscourts.gov/unclaimed-funds-search;

(C) The social security or tax identification number of the claimant using Form AO 213, Vendor Information/TIN Certification; and

(D) Such other documentation establishing proof of ownership as the Court may direct.

(3) Upon receipt of the required documents described in paragraph (2) above, copies of which shall also be served upon the United States Attorney, via regular first class mail, a twenty-one (21) day deadline shall be fixed for the filing of objections, if served electronically, (plus an additional three (3) days if served by mail or other excepted means specified in Fed. R. Bank. P. 9006(f)). If no objection(s) is timely filed, and the application and documentation are determined to be complete and satisfactory, the Financial Administrator shall obtain a court order approving the payment. If an objection to the application is timely received, the matter shall be set for hearing.

RULE 3015-1 - CHAPTER 13 PLAN [Amended 12/1/17]

(a) **Form of Plan.** For all cases filed on or after December 1, 2017, the Chapter 13 plan [initial and amended] shall conform to R.I. Local Form 3015-1.1 (amended 12/1/17).

(b) **Filing the Chapter 13 Plan and Service of Plan on all Creditors and Interested Parties.** The debtor's attorney, or the debtor, if pro se, in addition to the time requirements for filing the Chapter 13 Plan with the Court pursuant to Fed. R. Bankr. P. 3015(b), must also serve a copy of the proposed Chapter 13 plan on the Chapter 13 trustee, all creditors and all interested parties within twenty-four (24) hours of its filing with the Court. A certificate of service evidencing compliance with this rule shall be filed with the Court within fourteen (14) days thereafter.

(c) **Modification of Secured Claim.** A debtor who, proposes to modify a secured claim pursuant to 11 § U.S.C. 506 shall do so as part of the Chapter 13 plan, or by the filing of an adversary proceeding.

(1) **Service of the Plan where Secured Claims are being modified.** If the Chapter 13 plan includes a motion to modify a secured claim, the Plan shall be served in accordance with the

requirements of R.I. LBR 9013-3(b)(1). The plan shall be accompanied by a certificate of service filed in accordance with the requirements of R.I. LBR 9013-3(d) and (e).

(2) Response. Any party objecting to the original Chapter 13 plan, including any motions contained therein, must file an opposition to the plan and/or motion(s) no later than seven (7) days before the hearing on confirmation.

(3) Supplemental Schedules I and J. In conjunction with any motion to modify secured claim, the Debtor shall file Supplemental Schedules I and J no later than seven (7) days prior to the confirmation hearing date if the Debtor's income and/or expenses as listed in their originally filed or amended Schedules I and/or J will change if said motion is allowed.

(4) Service of a proposed order regarding modification of a secured claim filed on completion of a Chapter 13 Plan. On completion of a chapter 13 plan, any proposed order regarding a secured claim modified by the plan, including one seeking a declaration that the lien of the secured creditor is voided in accordance with the requirements of R.I. LBR 9013-3(b)(1) and shall be accompanied by a certificate of service filed in accordance with the requirements of R.I. LBR 9013-3(d) and (e).

RULE 3015-2 - CHAPTER 13 – AMENDMENTS TO PLANS [Amended 12/1/17]

(a) Form of Amended Plan. If the debtor proposes to amend its original plan, it shall use R.I. Local Form 3015-1.1 and select the “amended” checkbox on the top center of the first page *and* fill out the box on the top right, listing the sections of the plan that have been changed. All other sections of the Plan that remain unchanged must also be completed.

(b) Timing of Filing.

(1) Amended Plan Filed Prior to Confirmation.

(A) That *Does Not* Adversely Affect Creditors.

(i) Content of the Amended Plan. Amendments to a plan which do not adversely affect creditors may be made prior to confirmation by filing an amended plan conforming to R.I. Local Form 3015-1.1. Those sections of the amended plan, including any motions contained therein, that are modified from the previous plan shall be clearly identified.

(ii) Service. The amended plan shall be served on the Chapter 13 trustee and on any party who has entered an appearance in the case or requested notice in the case, as well as satisfying the service requirements contained in R.I. LBR 9013-3(b)(1) and (2), to the extent applicable. The amended plan

shall be accompanied by a certificate of service filed in accordance with the requirements of R.I. LBR 9013-3(d) and (e).

(iii) Objections. Objections to the amended plan, including any motions contained therein, must be filed at least seven (7) days prior to the confirmation hearing date.

(B) That *Does Adversely Affect Creditors.*

(i) Content of the Amended Plan. Where an amendment to a plan, including any motions contained therein, adversely affects creditors, the debtor shall file with the Court an amended plan which conforms to R.I. Local Form 3015-1.1 and those sections of the amended plan, including any motions contained therein, that are modified from the previous plan shall be clearly identified. The terms of the original filed plan remain in effect except as otherwise set forth on the most recently amended plan.

(ii) Service. The debtor shall serve a copy of the amended plan including any motions contained therein, on the Chapter 13 trustee, all creditors (unless the claims bar date has passed and then only on creditors who have filed claims or have filed an extension of time to file claims pursuant to R.I. LBR 2002-1(d)) and any party who has entered an appearance in the case or requested notice in the case, as well as satisfying the service requirements contained in R.I. LBR 9013-3(b)(1) and (2), to the extent applicable. The amended plan shall be accompanied by a certificate of service filed in accordance with the requirements of R.I. LBR 9013-3(d) and (e).

(iii) Objections and Effect on Confirmation Hearing Date. If the confirmation hearing is scheduled to occur earlier than thirty-five (35) days from the filing of the amended plan, said hearing shall be continued to the next available hearing date assigned by the Clerk's office, which shall allow for at least thirty-five (35) days notice to creditors. Any objections to the amended plan, including any motions contained therein, must be filed at least seven (7) days before the confirmation hearing date.

(2) Amendments to Plan After Confirmation.

(A) Motion to Amend Plan Required. A debtor who seeks to amend a Chapter 13 plan after confirmation shall do so by filing a motion to amend the plan, including any motions contained therein, with a copy of the proposed amended plan, conforming to R.I. Local Form 3015-1.1, attached. The motion to amend shall include a summary and statement of the reason for the amendment and those parts of the amended plan, including any motions contained therein, that are changed from the previous plan shall be clearly identified.

(B) Supplemental Schedules I and J Required. In conjunction with the motion to amend, the debtor shall file Supplemental Schedules I and J if plan payments are changing under the terms of the amended plan. The Chapter 13 trustee, in his or her discretion, may schedule a new Section 341 meeting with respect to the amended plan.

(C) Service. The debtor shall serve a copy of the motion, amended plan and Supplemental Schedules I and J (if applicable) on the Chapter 13 trustee, all creditors (unless the claims bar date has passed, and then only on creditors who have filed claims or have filed an extension of time to file claims pursuant to R.I. LBR 2002-1(d)), and any party who has entered an appearance in the case or requested notice in the case, as well as satisfying the service requirements contained in R.I. LBR 9013-3(b)(1) and (2), to the extent applicable. All documents referenced herein shall be accompanied by a certificate of service filed in accordance with the requirements of R.I. LBR 9013-3(d) and (e).

(D) Objections and Hearing. Approval of a motion to amend plan after confirmation of a prior plan may be granted without a hearing if no objections are timely filed. Objections to an Amended Plan, including any motions contained therein, shall be filed no later than twenty-one (21) days from the date of service of the motion to amend. If a party in interest files a timely objection to the motion, the Court shall set the motion to amend and any objections thereto for hearing.

(E) Effect of Confirmation Order. The original order confirming the debtor's plan remains effective in all respects except as it is modified by the amended plan approved post-confirmation by the Court, unless a new confirmation order is deemed necessary.

RULE 4001-1 - RELIEF FROM AUTOMATIC STAY [Amended 12/1/17]

(a) Permitted Activities. The automatic stay provided in 11 U.S.C. § 362(a) is interpreted in bankruptcy cases as permitting the following:

Affected secured creditors, and their agents, may, without violating the automatic stay:

(1) Contact the debtor IN WRITING, with a copy to debtor's counsel about the status of insurance coverage, tax payments, municipal charges on property used as collateral, in addition to sending written correspondence, such as; statements, payment coupons, and other similar correspondence that the creditor typically sends to its non-debtor customers. If the debtor is making direct payments to the creditor, the lender may contact the debtor IN WRITING, with a copy to debtor's counsel about payment defaults; and

(2) Discuss and/or negotiate with a debtor regarding a proposed modification of the terms of any secured indebtedness, EXCEPT that all such negotiations and/or discussions shall be conducted through counsel for the debtor, if the debtor is represented by counsel and such counsel has not, in writing, granted permission of such direct communication by creditor representatives with the debtor.

(3) Participation by debtors and mortgagees in any state or locally legislated foreclosure mediation program does not violate the automatic stay against the debtor under 11 U.S.C. § 362(a).

Therefore, parties are not required to first seek relief from the automatic stay to participate in such programs.

(4) The secured creditor shall terminate any of the foregoing communications immediately upon receipt of written notice from the debtor or debtor's counsel requesting that such contacts cease.

(b) Motion.

(1) A party seeking relief from the automatic stay provided by 11 U.S.C. § 362(a) shall file, in accordance with Fed. R. Bankr. P. 9014, a motion specifically setting forth the basis for such relief. In addition to the motion, in cases filed by individuals concerning real property where a Chapter 13 debtor has not indicated in their Chapter 13 plan, an intent to surrender the property, the moving party shall include, as an attachment to either the motion or memorandum, a completed copy of R.I. Local Form 4001-1.1, Relief from Stay Worksheet – Real Estate, as well as the required attachments to the motion as specified on Form 4001-1.1. R.I. Local Form 4001-1.1 is not required in Chapter 7 cases, unless the debtor, or the Court, specifically requests the filing of the form. If applicable, the motion for relief from stay must contain a conspicuous statement indicating the debtor's intent to surrender the property and must contain a statement as to the date and amount of the last payment on the subject property.

(2) **Co-debtor Stay.** A party may not combine a motion for relief from stay with a motion for relief from stay against a co-debtor; a separate motion is required. In addition to service on the co-debtor, any motion for relief from the stay against a co-debtor must also be served upon the debtor, debtor's counsel, if any, and the case trustee. See R.I. LBR 1005-1(d)(2)(M) for the applicable response time to be included on such motions.

(c) **Service.** All documents filed pursuant to this rule shall be served in accordance with Fed. R. Bankr. P. 4001(a) and 9006(d)-(f) upon all parties who have filed appearances and requested service of all notices and pleadings. Additionally, any party filing a motion for relief from the automatic stay shall serve copies of the motion on the following parties:

- (1) the debtor;
- (2) debtor's counsel;
- (3) the trustee if one has been appointed;
- (4) any official committee appointed and serving in the case under 11 U.S.C. §1102;

(5) all parties with liens of record or any other party known to the movant claiming a lien in the property;

(6) parties requesting notice; and

(7) in a Chapter 11 case, the local office of the United States Trustee.

(d) Response. A party objecting to a motion for relief from the automatic stay must file an opposition to the motion within fourteen (14) days, if served electronically, or seventeen (17) days if you were served as provided in Fed. R. Bankr. P. 9006(f) or other excepted means specified. If the motion is scheduled for an expedited hearing before the expiration of the fourteen (14) day period, then the opposition shall be filed within twenty-four (24) hours of the expedited hearing.

(e) Disposition Without a Hearing. In the absence of a timely filed opposition and upon evidence of proper service, the Court, pursuant to R.I. LBR 9013-2, without a hearing, may allow or deny the motion after the expiration of the opposition period set forth in section (d). The Court may deny a motion for relief from stay without a hearing if the moving party fails to comply with sections (b) and (c) above.

(f) Position of Estate Representative. If the estate representative fails to file a response within the time prescribed in section (d), then the estate representative shall be deemed to have assented to the motion.

(g) Hearing. Upon the expiration of the response deadline set forth in paragraph (d), and if the matter is contested, the Court will notify the parties of a hearing date within the time prescribed by 11 U.S.C. § 362(e). A preliminary hearing on a motion for relief from the automatic stay will be a consolidated preliminary and final nonevidentiary hearing unless at the conclusion of the preliminary hearing the Court schedules a final evidentiary or nonevidentiary hearing. If the Court schedules a final evidentiary hearing, the parties shall file a Joint Pretrial Statement in accordance with the requirements of section (i) below, three (3) business days before the final evidentiary hearing date.

(h) Motions to Continue the Consolidated Preliminary Hearing. Whenever a party seeks to continue the consolidated preliminary hearing beyond the time prescribed in 11 U.S.C. § 362(e), the movant must obtain and include an affirmation in the motion that creditor consents to the extension of the time limit set forth in 11 U.S.C. § 362(e).

(i) Joint Pretrial Statement.

(1) Filing Requirement. In all cases where a joint pretrial statement is due prior to the final evidentiary hearing, the movant shall deliver by hand, mail, facsimile, or other agreed upon electronic means, a draft of the joint pretrial statement, in compliance with R.I. LBR 9014-1.1, and in

the form of R.I. Local Form 9014-1.1, to the respondent within seven (7) days of the conclusion of the preliminary hearing. The respondent shall then submit to the movant, by hand, mail, facsimile, or other agreed upon electronic means, any comments or revisions within three (3) business days in order to finalize the document. The joint pretrial statement must be filed with the Court no less than three (3) business days prior to the date set for the final evidentiary hearing.

(2) Content. If “adequate protection” is at issue, the respondent shall explain the character of any adequate protection offered in lieu of relief from stay. If the issue of whether the property is necessary to an effective reorganization is in dispute, the debtor must affirmatively state whether a reorganization plan is in prospect and, to the extent possible, provide a summary of the plan expected to be filed.

(3) Failure to File. If the movant fails to timely file the joint pretrial statement with the Court, the motion for relief from stay will be denied without prejudice and the matter will be removed from the calendar. A new motion for relief and filing fee will be required to reinstate the matter. If either party fails to perform timely under these local rules, any aggrieved party may file a motion to adjudge the other party in default in accordance with R.I. LBR 9014-1.

(j) Setoff of Prepetition Tax Obligations. The Internal Revenue Service is granted relief from stay in individual Chapter 7, 11 and 13 cases for the limited purpose of offsetting refunds for prepetition years against prepetition tax indebtedness. The IRS shall amend its claims to reflect any such offset. In addition, nothing in this rule shall prejudice or limit the right of any party to object to a refund or offset of such refund as described herein or to any claim filed by the Internal Revenue Service.

RULE 5001-2 - CLERK'S OFFICE [Amended 12/1/17]

(a) Public Hours. The Clerk’s Office is located at 380 Westminster Street, Sixth Floor, Providence, Rhode Island 02903, (401) 626-3100. Unless otherwise ordered by the Court, the Office of the Clerk shall be open to the public from 9:00 a.m. to 4:00 p.m., Monday through Friday, except federal holidays and holidays recognized by the U.S. District Court (which may include state holidays).

(b) Non-Public Hours. In accordance with Fed. R. Bankr. P. 5001(a), filings before 9:00 a.m. or after 4:00 p.m. weekdays, or on weekends and holidays may be made, for cause shown, by advance appointment or in emergency circumstances with the Judge, the Clerk, or the Clerk’s designee.

(c) Emergency Filing(s) by Non-Electronic Users in the Event of an Unexpected Court Closure During Normal Court Business Hours. Non-Electronic Users are permitted to file paper documents via email *only* in those rare instances when the Court is closed during normal business hours (not including weekends or holidays) due to an unexpected event such as inclement weather or other type situation. The below procedures shall be followed in such instances.

(1) Emailing Documents to the Court. The Non-Electronic Users must attach the document to be filed in Adobe PDF format to an email addressed to the Clerk’s Office Helpdesk at “rib_helpdesk@rib.uscourts.gov”. The ECF Help Desk address is also available on the Court’s website (www.rib.uscourts.gov) under the menu “Electronic Filing/Electronic Filing Help Desk”.

(2) Required Follow Up Procedures. No later than 12:00 p.m. (noon) Eastern Standard Time on the Court’s next open business day, the Non-Electronic User must either place in the mail or hand deliver the original document to the Court, together with any required filing fee and containing original signature(s). If such original document is not received by the Court within seven (7) days, the emailed document will have no force or effect, and will be terminated on the case docket.

(3) Date and Time Filed. Documents filed in accordance with the above procedures will be deemed filed on the case docket on the date and time appearing on the email system of the Office of the Clerk. Upon the timely receipt of the original signed document(s) and any required filing fee, the Court will stamp the original document with the following notation:

This document is deemed filed on _____ pursuant to Local Rule 5001-2 governing emergency filings due to unexpected court closure.

RULE 7016-1 - PRETRIAL PROCEDURE; FORMULATING ISSUES [Amended 12/1/17]

(a) Scheduling Conference. Unless otherwise ordered at the discretion of the Court or unless an affirmative request is made by a party, the Court will not conduct a scheduling or pretrial conference in an adversary proceeding.

(b) Joint Pretrial Statement. In all adversary proceedings, a joint pretrial statement conforming to the standards set forth in R.I. LBR 9014-1 and R.I. Local Form 9014-1.1 shall be filed within twenty-one (21) days after the close of discovery unless specifically ordered otherwise by the Court.

(c) Scheduling Order. A scheduling order shall issue from the Court within the time specified in Fed. R. Civ. P. 16 unless the Court directs otherwise.

RULE 9037-1 - PRIVACY PROTECTION [Amended 12/1/17]

(a) Privacy Considerations. In compliance with the policy of the Judicial Conference of the United States, and Fed. R. Bankr. P. 9037, and in order to promote electronic access to case files while also protecting personal privacy and other legitimate interests, parties shall refrain from including, or shall partially redact where inclusion is necessary, personal data identifiers from all pleadings filed with

the Court, including exhibits thereto, whether filed electronically or in paper, unless otherwise ordered by the Court.

(1) Compliance with Fed. R. Bankr. P. 9037. In compliance with Fed. R. Bankr. P. 9037, a party wishing to file a document containing personal data identifiers may:

(A) file an unredacted version of the document under seal, or

(B) file a reference list under seal. The reference list shall contain the complete personal data identifier(s) and the redacted identifier(s) used in its (their) place in the filing. All references in the case to the redacted identifiers included in the reference list will be construed to refer to the corresponding complete personal data identifier. The reference list must be filed under seal, and may be amended as of right. The unredacted version of the document or reference list shall be retained by the court as part of the record. The court may, however, still require the party to file a redacted copy for the public file.

(2) Responsibility for redacting personal identifiers. The responsibility for redacting the personal identifiers enumerated in Fed. R. Bankr. P. 9037(a) rests solely with counsel and the parties. In the event the Clerk, or claims agent if one has been appointed, discovers that personal identifier data has been included in a pleading, or claim, the Clerk, or claims agent, is authorized, in its sole discretion, to restrict public access (except as to the filer, the case trustee, the United States Trustee and the claims agent) to the document in issue and inform the filer of the requirement to file a motion to redact.

(A) Method of Redaction. The filer of the document containing personal data identifiers shall file a motion to redact that identifies the proposed document for redaction by docket number or if applicable, by claim number. The filer shall submit, with the motion to redact, the appropriate filing fee, and an exhibit containing the document to be substituted for the original filing.

(B) Large Scale Redactions. Parties seeking to make large scale redactions [over ten] may file an omnibus motion to redact along with the appropriate filing fee, and an exhibit which contains the case numbers, names and document numbers to be redacted. Upon receipt of the motion, the clerk will open a miscellaneous petition to index the motion. Thereafter, upon entry of an order granting the motion, the party will be given a deadline to file the redacted documents.

(C) Clerk's Action upon Filing. Pending disposition of the motion to redact, the Clerk's Office will restrict the original image containing the personal data identifiers from public view (except as to the filer, the case trustee, the United States Trustee and the claims agent) on the docket.

(D) Service of the Motion. A copy of the motion must be served in accordance with R.I. Local Rule 1005-1(d) on the Debtor(s), Attorney for the Debtor(s), the United States Trustee

and anyone whose personal information has been disclosed. The filer shall file a certificate of service with the Court demonstrating compliance.

(3) Sua Sponte Protective Orders.

(A) Where a document has been filed that includes unredacted information as prohibited by Fed. R. Bank. P. 9037(a) or any other document which the court finds contains information protected under 11 U.S.C. §107, then cause is established and a sua sponte protective order will issue requiring either:

(i) redaction of protected information; or

(ii) limit or prohibit a non-party's remote electronic access to the subject document.

(B) All payment advices filed with the court are subject to a standing protective order limiting a non-party's remote electronic access to the documents.

(C) All documents filed with the court which contain medical information that is considered protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Pub. L. No. 104-191, 110 Stat. 1936 are subject to a standing protective order limiting a non-party's remote electronic access to the documents.

(b) Compliance with Electronic Transcripts Policy. In compliance with the policy on Electronic Availability of Transcripts, included as Appendix I to these rules, access to every electronic transcript filed with the court will be available at the Clerk's office for inspection only, for a period of ninety (90) days after it is delivered to the Court to allow interested parties the opportunity to review the transcript and file a Notice of Redaction requesting that personal data identifiers be redacted prior to the transcript being made available to the public. During the ninety (90) day period, a copy of the transcript may be obtained from the transcriber upon payment of the applicable fee. Attorneys who obtain transcripts from the transcriptionist may obtain remote electronic access to the transcript through the Court's CM/ECF system for the purpose of creating hyperlinks to the transcript in court filing and for other purposes. After the ninety (90) day period has ended, the filed transcript will be available for inspection and copying in the Clerk's Office and from CM/ECF through PACER. It is the responsibility of the parties to monitor the docket for the filing of the transcript.

(1) Procedure for Filing a Notice of Redaction. Each party wishing to redact from a transcript, those personal data identifiers described in Fed. R. Bankr. P. 9037(a), must, within seven (7) calendar days of the filing of the electronic transcript, file with the Clerk of Court, and serve the transcriber with, a Notice of Redaction of personal data identifiers.

(2) Statement Required. Within twenty-one (21) calendar days from the filing of the transcript, the party who filed a Notice of Redaction must file with the Court, and serve the transcriber with, a Statement indicating the location of the personal data identifiers, including the page and paragraph numbers of the transcript where the personal data identifiers are located.

(3) Motion for Additional Redactions to the Transcript. During the twenty-one (21) day period, an attorney may file a Motion for Additional Redactions to the transcript. The transcript shall not be electronically disseminated until the court has ruled upon any such motion.

(4) Once a transcript is redacted, access to the unredacted version of the transcript shall be permanently restricted to viewing at a public terminal in the Clerk's Office.

RULE 9070-1 - EXHIBITS [Amended 12/1/17]

(a) Submission and Service of Exhibits. When directed by the Court, parties must submit three (3) hard copies of all exhibits as well as submitting exhibits electronically as specified below. Exhibits shall be exchanged between counsel via email.

(b) Format for Exhibits. Conventional and electronic copies of exhibits intended to be offered as exhibits in a contested matter or hearing shall be legible, and copies of photographs shall be in color, unless the original photograph is black and white. Each set of exhibits shall be accompanied by an exhibit list, using R.I. Local Form 9014-1.1. The moving party/plaintiff's exhibits shall be marked alphabetically (A-Z), and the respondent/defendant's exhibits shall be marked numerically (1-100). Electronic exhibits shall be submitted in Portable Document Format (PDF) and stored on a USB flash drive or compact disc. Each individual PDF file shall be limited to a file size of no more than 10MB. Additionally, each PDF shall contain exhibits that are bookmarked or indexed. Exhibits submitted in violation of this rule may be deemed inadmissible at trial/hearing.

(c) Release of Exhibits After Trial. At the conclusion of the hearing, exhibits shall remain in the custody of the Court. If there is no appeal from the Court's decision after the time for filing a notice of appeal has elapsed, or after any appeal has been finally determined, the Clerk shall notify the parties that the exhibits should be withdrawn within thirty (30) days, and that if they are not removed within that time, the Clerk will dispose of them. If the exhibits are not removed or another arrangement made with the Clerk within thirty (30) days, the Clerk may, without further notice, destroy or otherwise dispose of them. If a notice of appeal is filed, the Clerk shall make the exhibits available to the parties for duplication for the record on appeal. After any appeal has been finally determined, the Clerk shall make any disposition of the exhibits required by the Clerk, or order of the appellate court, or as otherwise permitted under this rule.

CROSS REFERENCE See R.I. LBR 5005-4 (Electronic Filing)

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

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In re: _____

Debtor(s)

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Case No. _____

:

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Chapter _____

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APPLICATION FOR PAYMENT OF UNCLAIMED FUNDS

_____ (“Applicant”) applies to this Court for entry of an order directing the Clerk to remit the sum of \$ _____ due to _____ (“Claimant”).

1.	Full legal name of Claimant <i>(If Claimant is an individual, skip to Question No. 5)</i>	
2.	Type of Entity (corporation, LLC, partnership)	
3.	State of Incorporation/Organization	
4.	Name and Title of Authorizing Officer or Representative	
5.	Current Mailing Address	
6.	Telephone Number	
7.	SSN (last 4 digits only) or EIN	
8.	Amount Being Claimed	

Applicant represents that Applicant is authorized to submit this Application and is entitled to receive the requested funds based upon:

(check the applicable box)

- Applicant is the original creditor and owner of the funds as it appears on the records of this Court;
- Applicant is the assignee of the original creditor’s claim to said funds, as evidenced in the attached documentation;

- Applicant is the original creditor's successor in interest, as evidenced in the attached documentation;
- Applicant is an attorney or “funds locator” named in a special/limited power of attorney, which document is attached hereto, that is valid under the laws of the State of Rhode Island that empowers Applicant to collect the unclaimed funds described above on behalf of the Claimant. Applicant states that the Claimant is the:

(check the applicable box)

- Original creditor and owner of the claim;
- Original creditor’s attorney with authorization to receive said funds;
- Assignee of the original creditor’s claim to said funds;
- Successor in interest of the original creditor; or
- Personal representative of the original creditor’s estate.

Attached to the Application is the “Affidavit of Claimant.” *(The Affidavit of Claimant is required only if the Applicant is an attorney or funds locator.)* Applicant completed all necessary information on the Affidavit of Claimant prior to providing such Affidavit to the Claimant for execution. *(This is necessary to ensure that the alleged claimant, contacted by a funds locator, has sufficient information to verify that he/she/it is in fact entitled to the funds that the attorney or “funds locator” is applying for on behalf of the Claimant.)*

This Application is submitted with the necessary documents to establish (1) Applicant’s authority to collect the unclaimed funds on behalf of the Claimant and (2) the Claimant’s entitlement to the particular unclaimed funds. The Application was completed and submitted in accordance with this Court’s **Instructions for Filing an Application for Payment of Unclaimed Funds**.

Applicant declares under penalty of perjury that sufficient inquiry has been made to determine that the above funds have not been previously paid, no other applications for payment of said funds are pending, and no party other than Claimant is entitled to submit a request for disbursement of the funds.

Applicant certifies that a copy of this Application (and all attachments) was provided to the Office of the United States Attorney, District of Rhode Island, Fleet Center, 50 Kennedy Plaza, 8th Floor, Providence, Rhode Island 02903, as evidenced by the Certificate of Service attached hereto.

Applicant requests that the Court enter an Order directing payment of the unclaimed funds described above to the Applicant, or if the Applicant is not the Claimant, to the Applicant and Claimant, in accordance with the documents submitted in support of the Application.

I hereby certify that the foregoing statements are true and correct to the best of my knowledge and belief.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

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In re: _____ :
:
:
Debtor(s) _____ :
:
:
-----*

Case No. _____
Chapter _____

AFFIDAVIT OF CLAIMANT

(for use when Applicant is an attorney or funds locator)

I, _____, the undersigned claimant (or duly authorized representative for the claimant as identified in paragraph (2)), declare as follows:

1. _____
(Name and Address of Funds Locator)

has been granted a power of attorney to submit an Application for Payment of Unclaimed Funds (or I am the duly authorized representative for claimant as indicated in the attached power of attorney) seeking payment of:

(select one):

- claim number _____ (if no claim was filed write "scheduled" in blank space) for which the dividend of \$_____ is due and owing to me or the entity I represent as claimant in the above referenced bankruptcy case;
- funds deposited in the name of the debtor in the amount of \$_____.

2. My name, position with company *(if claimant is not an individual)*, address and telephone number are as follows:

3. Copies of all necessary documentation, including those which establish the chain of ownership of the original corporate creditor (e.g., documents relating to a sale of company, purchase agreements and/or stipulation by prior and new owner as to right of ownership of funds) and which substantiate claimant's right to the funds, are attached.

4. I (or the business that I represent as claimant) have neither previously received these funds nor contracted with any other party other than the person named in item one above to recover these funds.

I hereby certify that the foregoing statements are true and correct to the best of my knowledge and belief.

Dated: _____

Signature of claimant or duly authorized
representative of claimant

Print Name

Title

EIN of entity or last 4 digits of SSN of
individual claimant

Sworn to and Subscribed before me this ____ day of _____, 20_____.

[SEAL]

Notary Public
In and for the State of _____

My Commission expires: _____

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

-----*
:
In re: _____
:
:
Debtor(s) _____
:
:
-----*

Case No. _____
Chapter _____

ORDER FOR PAYMENT OF UNCLAIMED FUNDS

IT APPEARING that pursuant to an Order previously entered by this Court, the amount of _____ was paid into the court by the Trustee for deposit into the U.S. Bankruptcy Court's Unclaimed Funds Account, representing funds paid to _____, which were not negotiated by said claimant; and

IT FURTHER APPEARING that the Claimant has made an official request to the Court for these funds to be paid, and the request and documents attached establish that the Claimant is entitled to Unclaimed Funds; and the Court having verified that the funds are available for distribution to this Claimant, and for sufficient reasons appearing.

IT IS ORDERED that the Clerk, U.S. Bankruptcy Court, shall process this request for payment to be issued from the Unclaimed Funds Account in the total amount of _____ payable to _____ and send said payment to payee at the following address:

U.S. Bankruptcy Judge

Entered on Docket: _____
Document Number: _____

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

-----*
In re: _____ :
: Case No. _____
: Debtor(s) : Chapter 13
: :
-----*

If this is an amended plan, list below the sections of the plan that have changed.

*All unchanged sections must also be completed
This amended plan:
 Does adversely affect creditors
 Does not adversely affect creditors
See LBR 3015-2(b).

CHAPTER 13 PLAN

- Original or Amended (must complete box on top right)
- Post Confirmation (Date Order Confirming Plan was entered): _____
Date this plan was filed: _____

PART 1: NOTICES

TO CREDITORS:

Your rights may be affected by this plan. Your claim may be reduced, modified or eliminated. Read this plan carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult with one. If you oppose the plan’s treatment of your claim or any provision of this plan, you or your attorney **must** file with the Court an objection to confirmation on or before the later of (i) seven (7) days before the hearing date on confirmation or (ii) if the confirmation hearing is scheduled to occur earlier than thirty-five (35) days from the filing of an amended plan, said hearing shall be continued to the next available hearing date assigned by the Court and any objections to the amended plan must be filed at least seven (7) days before the confirmation hearing date, unless the Court orders otherwise. If you mail your objection to confirmation to the Court for filing, you must mail it early enough so that the Court will receive it on or before the deadline stated above. A copy of your objection must be served on the Debtor(s), Attorney for the Debtor(s), the Chapter 13 trustee and any party or attorney who has filed an appearance and requested service of pleadings. The Bankruptcy Court may confirm the plan without further notice and hearing if no objection to confirmation is filed. **Any creditor’s failure to timely object to confirmation of the proposed plan shall constitute the creditor’s acceptance of the treatment of its claim as proposed, pursuant to 11 U.S.C. Section 1325(a)(5)(A) and FRBP 3015.** You have or will receive a Notice of Chapter 13 Bankruptcy Case from the Bankruptcy Court which sets forth certain deadlines, including the bar date for filing a Proof of Claim. **A claim must be filed and allowed for a creditor to receive a distribution, including secured claims. See FRBP 3002.**

TO DEBTOR(S):

You (or your attorney) are required to serve a copy of this plan on the Chapter 13 trustee, all creditors and all interested parties within twenty four (24) hours of its filing with the Court in the manner required under the United States Bankruptcy Code (Title 11 U.S.C.), the Federal Rules of Bankruptcy Procedure (“FRBP”), and the Rhode Island Local Bankruptcy Rules (“R.I. LBR”). See R.I. LBRs 3015-1, 3015-2, 9013-3, and Part 9 of this plan. Unless the Court orders otherwise, you must commence making payments not later than the earlier of (i) thirty (30) days after the date of the filing of the plan or (ii) thirty (30) days after the order for relief. **You must check a box on each line below to state whether or not this plan includes one or more of the following provisions. If a provision is checked as “Not Included,” both boxes are checked, or no box is checked, the provision will be void if set out later in the plan. Failure to properly complete this section may result in denial of confirmation of your plan. DO NOT CHECK BOTH BOXES. DO NOT LEAVE BOTH BOXES BLANK.**

1.1	A limit on the amount of a secured claim, set out in Part 3.B(1), which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Part 3.B(3).	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
1.3	Nonstandard provisions, set out in Part 8.	<input type="checkbox"/> Included	<input type="checkbox"/> Not included

PART 2: PLAN LENGTH AND PAYMENTS

A. LENGTH OF PLAN

- 36 Months. 11 U.S.C. § 1325(b)(4)(A)(i);
- 60 Months. 11 U.S.C. § 1325(b)(4)(A)(ii);
- 60 Months. 11 U.S.C. § 1322(d)(2). Debtor avers the following cause: _____; or
- Other (state number of months): _____

B. MONTHLY PAYMENTS [use worksheet on Exhibit 1]

\$ _____ per month for _____ months

\$ _____ per month for _____ months

C. ADDITIONAL PAYMENT(S)

- None.
- Debtor(s) will make additional payment(s) to the Trustee, as specified below. Describe the source (e.g., lump sums from sales/refinances, tax refunds), amount, and date of payments(s): _____

 _____.

The total amount of payments to the Trustee: \$ _____. This amount must be sufficient to pay the total cost of the plan in Exhibit 1, line h.

PART 3: SECURED CLAIMS

None. If “None” is checked, the rest of Part 3 need not be completed.

A. CURE OF DEFAULT AND MAINTENANCE OF PAYMENTS

- None. If “None” is checked, the rest of Part 3A need not be completed.
- Secured Claims in default shall be cured and payments maintained as set forth in (1) and/or (2) below. Complete (1) and/or (2).

(1) PREPETITION ARREARS TO BE PAID THROUGH THE PLAN

Prepetition arrearage amounts are to be paid through the plan and disbursed by the Trustee. Unless the Court orders otherwise, the amount(s) listed in a timely filed Proof of Claim controls over any contrary amount(s) listed below. If relief from the automatic stay is ordered as to any collateral listed in this paragraph, then all payments paid through the plan as to that collateral will cease unless the Court orders otherwise.

(a) Secured Claims (Principal Residence)

Address of the Principal Residence: _____.

The Debtor(s) estimate that the fair market value of the Principal Residence is: \$_____.

<u>Name of Creditor</u>	<u>Type of Claim</u> <u>(e.g., mortgage, lien)</u>	<u>Amount of Arrears</u>
_____	_____	\$ _____
_____	_____	\$ _____

Total of prepetition arrears on Secured Claims (Principal Residence): \$_____.

(b) Secured Claims (Other)

<u>Name of Creditor</u>	<u>Type of Claim</u>	<u>Description of Collateral</u> <u>(or address of real property)</u>	<u>Amount of Arrears</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Total of prepetition arrears on Secured Claims (Other): \$_____.

Total of prepetition arrears to be paid through the Trustee [(a) + (b)]: \$_____.

(2) MAINTENANCE OF CONTRACTUAL PAYMENTS (TO BE PAID DIRECTLY BY DEBTOR TO CREDITORS)

Regular payments are to be paid directly by the Debtor(s) to creditors. 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. The following claims are current:

<u>Name of Creditor</u>	<u>Type of Claim</u>	<u>Description of Collateral</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. MODIFICATION OF SECURED CLAIMS

Check one.

- None.** If "None" is checked, the rest of Part 3B need not be completed.
- Secured Claims are modified as set forth in (1), (2) and/or (3) below.** Complete (1), (2), and/or (3) below.

The following plan provisions are effective only if there is a check in the box "Included" in Part 1, § 1.1.

(1) REQUEST FOR VALUATION OF SECURITY, PAYMENT OF FULLY SECURED CLAIMS, AND MODIFICATION OF UNDERSECURED CLAIMS UNDER 11 U.S.C. § 506

The Debtor(s) request that the Court determine the value of the following secured claim(s). For each secured claim listed below, the Debtor(s) states that the value of the secured claim is as set out in the column headed "Secured Claim Amount." For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below, and the creditor will retain its lien to the value of the secured claim.

If the plan is confirmed, the amount of a nongovernmental creditor's secured claim is binding on the creditor even if the creditor files a contrary Proof of Claim. Unless the Court orders otherwise, the value of a secured claim of a governmental unit listed in a timely filed Proof of Claim controls over any contrary amount listed below. The secured claim of a governmental unit may NOT be determined through the plan.

An allowed claim of a creditor whose claim is secured by a lien on property, in which the estate has an interest, is a secured claim to the extent of the value of the creditor's interest and is an unsecured claim to the extent that the value of such creditor's interest is less than the amount of the allowed claim. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim in Part 5 of this plan. If the amount of a creditor's secured claim is listed below as having NO or zero (\$0.00) value, the creditor's allowed claim will be treated in its entirety as an unsecured claim in Part 5 of this plan.

<u>Name of Creditor</u>	<u>Estimated amount of creditor's total claim</u>	<u>Collateral</u>	<u>Value of Collateral</u>	<u>Amount of claims senior to creditor's claim</u>	<u>Secured Claim Amount</u>	<u>Interest Rate</u>	<u>Monthly payment to creditor</u>	<u>Estimated total of monthly payments</u>
_____	\$ _____	_____	\$ _____	\$ _____	\$ _____	____%	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	\$ _____	\$ _____	____%	\$ _____	\$ _____

Insert additional claims as needed.

Total Claim(s) under Part 3.B(1) to be paid through the Trustee: \$ _____.

(2) SECURED CLAIMS EXCLUDED FROM 11 U.S.C. § 506

This section includes claims that 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 through the Trustee with interest at the rate stated below. Unless the Court orders otherwise, the claim amount stated on a timely filed Proof of Claim controls over any contrary amount listed below. *If you are treating the claim in Part 3.B(1) or B(3), you should not include the claim in this section.*

<u>Name of Creditor</u>	<u>Collateral</u>	<u>Amount of claim</u>	<u>Interest Rate</u>	<u>Monthly plan payment</u>	<u>Estimated total payments by trustee</u>
_____	_____	\$ _____	____%	\$ _____	\$ _____
_____	_____	\$ _____	____%	\$ _____	\$ _____

Insert additional claims as needed.

Total Claim(s) under Part 3.B(2) to be paid through the Trustee: \$ _____.

(3) LIEN AVOIDANCE UNDER 11 U.S.C. § 522(f)

The following plan provisions of this Part 3.B(3) are effective only if there is a check in the box “Included” in Part 1 § 1.2.

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). Subject to 11 U.S.C. § 349(b), a judicial lien or security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the Order confirming the plan. The amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 if a Proof of Claim has been filed and allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan provided a Proof of Claim is filed and allowed. *If more than one lien is to be avoided, provide the information below separately for each lien.*

<u>Information regarding judicial lien or security interest</u>	<u>Calculation of lien avoidance</u>	<u>Treatment of remaining secured claim</u>
Name of creditor: _____	(a) Amount of lien \$ _____	Amount of secured claim after avoidance (line (a) minus line (f): \$ _____
	(b) Amount of other liens \$ _____	
Collateral: _____	(c) Value of claimed exemptions \$ _____	Interest rate (if applicable): _____ %
	(d) Total of adding lines (a), (b) and (c) \$ _____	
Lien identification (such as judgment date, date of lien recording, book and page number) _____	(e) Value of debtor(s) interest in property \$ _____	Monthly payment on secured claim: \$ _____
	(f) Subtract line (e) from line (d) \$ _____	
	Extent of exemption impairment (<i>check applicable box</i>): <input type="checkbox"/> Line (f) is equal to or greater than line (a). The entire lien is avoided. (<i>Do not complete the next column</i>). <input type="checkbox"/> Line (f) is less than line (a). A portion of this lien is avoided (<i>Complete the next column</i>).	Estimated total payments on secured claim: \$ _____

Insert additional claims as needed.

Total Claim(s) under Part 3.B(3) to be paid through the Trustee: \$ _____.

C. SURRENDER OF COLLATERAL

Check one.

- None.** *If “None” is checked, the rest of Part 3C need not be completed.*
- 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 disposition of the collateral will be treated in Part 5 of this plan.**

<u>Name of Creditor</u>	<u>Type of Claim</u>	<u>Description of Collateral</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PART 4: PRIORITY CLAIMS

Check one.

None. If “None” is checked, the rest of Part 4 need not be completed.

The following priority claims will be paid in full without postpetition interest.

Unless the Court orders otherwise, the amount in a timely filed Proof of Claim controls over any contrary amount listed below.

A. DOMESTIC SUPPORT OBLIGATIONS:

<u>Creditor</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

B. OTHER PRIORITY CLAIMS (Except Administrative Expenses):

<u>Creditor</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**Total of Priority Claims (except Administrative Expenses)
to be paid through the Trustee:**

\$ _____.

C. ADMINISTRATIVE EXPENSES:

(1) ATTORNEY’S FEES:

<u>Name of Attorney</u>	<u>Fees</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

If the attorney’s fee exceeds the amount set forth in Appendix III of the local rules, the Trustee may not pay any excess claim until such time as the Court approves a fee application. *See*, LBR 2017-1(b). If no fee application is approved, any excess monies will be disbursed to other creditors up to a 100% dividend.

(2) TRUSTEE’S COMMISSION:

The Debtor shall pay the Trustee’s commission as calculated in Exhibit 1.

Total of Administrative Expenses (excluding the Trustee's Commission) to be paid through the Trustee:

\$ _____.

PART 5: NONPRIORITY UNSECURED CLAIMS

Check one.

- None. If "None" is checked, the rest of Part 5 need not be completed.
- Allowed nonpriority unsecured claims other than those set forth in Part 5.F will be paid as stated below. Only creditors holding an allowed claim are entitled to a distribution. If more than one option is checked, the option providing the largest payment will be effective. NOTE: Creditors must file a timely Proof of Claim in order to receive payment under the plan.

"Pot Plan": creditors shall receive a *pro rata* share of \$ _____.
(Debtor(s) estimate(s) a dividend yield of _____ %).

Fixed: creditors shall receive no less than _____ % of the total amount of these claims.

A. **GENERAL UNSECURED CLAIMS:** \$ _____.

B. **UNSECURED OR UNDERSECURED CLAIMS AFTER MODIFICATION IN PART 3.B OR C:**

<u>Creditor</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

C. **NONDISCHARGEABLE UNSECURED CLAIMS (e.g., student loans):**

<u>Creditor</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

D. **CLAIMS ARISING FROM REJECTION OF EXECUTORY CONTRACTS OR LEASES:**

<u>Creditor</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Total of Unsecured Claims (A + B + C + D): \$ _____.

E. **TOTAL TO BE PAID TO NONPRIORITY UNSECURED CREDITORS THROUGH THE TRUSTEE:**

The amount paid to nonpriority unsecured creditors is not less than that required under the Liquidation Analysis set forth in Exhibit 2.

Multiply total by fixed percentage or enter "Pot Plan" amount: \$ _____.

F. SEPARATELY CLASSIFIED UNSECURED CLAIMS (e.g., co-borrower):

<u>Creditor</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Treatment of Claim</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

Total amount of separately classified claims to be paid through Trustee: \$_____.

PART 6: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Check one.

- None. If "None" is checked, the rest of Part 6 need not be completed.
- The executory contracts and unexpired leases listed are assumed and will be treated as specified below. All other executory contracts and unexpired leases are rejected. Current payments will be disbursed directly by the Debtor(s). Arrearage payments will be disbursed by the Trustee.

A. REAL PROPERTY LEASES:

<u>Creditor</u>	<u>Lease Description</u>	<u>Arrears</u>
_____	_____	\$ _____
_____	_____	\$ _____

B. MOTOR VEHICLE LEASES:

<u>Creditor</u>	<u>Lease Description</u>	<u>Arrears</u>
_____	_____	\$ _____
_____	_____	\$ _____

C. OTHER CONTRACTS OR LEASES:

<u>Creditor</u>	<u>Lease Description</u>	<u>Arrears</u>
_____	_____	\$ _____
_____	_____	\$ _____

Total amount of arrears to be paid through the Trustee: \$_____.

PART 7: VESTING OF PROPERTY OF THE ESTATE

Property of the estate will vest in the Debtor(s) who are entitled to a discharge upon entry of the discharge. For all other Debtor(s), property of the estate will vest upon the earlier of (i) the filing of the Chapter 13 Standing Trustee's Final Report and Account and the closing of the case or (ii) dismissal of the case.

PART 8: NONSTANDARD PLAN PROVISIONS

Check one.

- None.** If “None” is checked, the rest of Part 8 need not be completed.
- The plan includes the following nonstandard provisions.** Under FRBP 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in R.I. Local Form 3015-1.1 or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective. To the extent the provisions in Part 8 are inconsistent with other provisions of the plan, the provisions of Part 8 shall control if the box is checked in Part 1, §1.3.

The following plan provisions are effective only if there is a check in the box “Included” in Part 1, §1.3.

PART 9: PLAN SERVICE AND SIGNATURES

By signing this document, Debtor(s) acknowledge reviewing and understanding the provisions of this plan.

By signing this document, the Debtor(s) and, if represented by an attorney, the attorney for the Debtor(s) certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in Local Form 3015-1.1, including exhibits, other than any nonstandard provisions in Part 8.

Pursuant to R.I. LBR 3015-1(b), the Debtor(s) or his/her/their counsel, must serve a copy of the Chapter 13 plan upon the Chapter 13 trustee, all creditors and all interested parties, within twenty-four (24) hours of its filing with the Court. A certificate of service must be filed within fourteen (14) days thereafter. If the Debtor(s) checked the box “Included” in Part 1, §§ 1.1 or 1.2, the Debtor(s) must also comply with the service requirements contained in R.I. LBR 3015-1(c) and 9013-3(b).

Debtor 1

Executed on: (Date)

Debtor 2

Executed on: (Date)

Signature of Attorney for Debtor(s)

Executed on: (Date)

Print Name:

Bar Number:

Address:

Telephone:

eMail Address:

EXHIBIT 1

CALCULATION OF TOTAL MONTHLY PLAN PAYMENTS

- a) Secured claims (Part 3.A and Part 3.B(1)-(3) Total): \$ _____
- b) Priority claims (Part 4.A & Part 4.B Total): \$ _____
- c) Administrative claims (Part 4.C Total): \$ _____
- d) Nonpriority unsecured claims (Part 5.E Total): \$ _____
- e) Separately classified unsecured claims (Part 5.F Total): \$ _____
- f) Executory contract/lease arrears claims (Part 6 Total): \$ _____
- g) Total of a + b + c + d + e + f: \$ _____
- h) Divided (g) by .90 for total cost of plan including the Trustee's fee: \$ _____
- i) Divide (h), Cost of plan, by term of plan, _____ months: \$ _____
- j) Round **up** to the nearest dollar amount for Plan payment: \$ _____

If this is either an amended plan and the plan payment has changed or if this is a post confirmation amended plan, complete (a) through (h) only and the following:

- k) Enter the total amount of payments Debtor(s) has paid to Trustee: \$ _____
 - l) Subtract line (k) from line (h) and enter result here: \$ _____
 - m) Divide line (l) by the number of months remaining (_____ months): \$ _____
- Round **up** to the nearest dollar amount for amended plan payment: \$ _____

Date the amended plan payment shall begin: _____

The Chapter 13 Trustee's fee is determined by Order of the United States Attorney General. The calculation of the plan payment set forth utilizes a 10% Trustee's commission. In the event the Trustee's commission is less than 10%, the additional funds collected by the Trustee, after payment of allowed administrative expenses, shall be disbursed to nonpriority unsecured creditors up to 100% of the allowed claims.

EXHIBIT 2

LIQUIDATION ANALYSIS

A. REAL PROPERTY

<u>Address</u> (Sch. A/B, Part 1)	<u>Value</u> (Sch. A/B, Part 1)	<u>Total Liens</u> (Sch. D, Part 1)	<u>Exemption Claimed</u> (Sch. C)
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

Total Value of Real Property (Sch. A/B, line 55): \$ _____
Total Net Equity for Real Property (Value Less Liens): \$ _____
Less Total Exemptions for Real Property (Sch. C): \$ _____
Available in Chapter 7: \$ _____

B. MOTOR VEHICLES

<u>Make, Model and Year</u> (Sch. A/B, Part 2)	<u>Value</u> (Sch. A/B, Part 2)	<u>Liens</u> (Sch. D, Part 1)	<u>Exemption</u> (Sch. C)
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

Total Value of Motor Vehicles: \$ _____
Total Net Equity for Motor Vehicles (Value Less Liens): \$ _____
Less Total Exemptions for Motor Vehicles (Sch. C): \$ _____
Available in Chapter 7: \$ _____

C. ALL OTHER ASSETS (Sch. A/B Part 2, no. 4; Part 3 through Part 7. Itemize.)

<u>Asset</u>	<u>Value</u>	<u>Liens</u> (Sch. D, Part 1)	<u>Exemption</u> (Sch. C)
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

Total Value of All Other Assets: \$ _____
Total Net Equity for All Other Assets (Value Less Liens): \$ _____
Less Total Exemptions for All Other Assets (Sch. C): \$ _____
Available in Chapter 7: \$ _____

D. SUMMARY OF LIQUIDATION ANALYSIS

<u>Available in Chapter 7</u>	<u>Amount</u>
A. Real Property	\$ _____
B. Motor Vehicles	\$ _____
C. All Other Assets	\$ _____

TOTAL AVAILABLE IN CHAPTER 7: \$ _____

E. ADDITIONAL COMMENTS REGARDING LIQUIDATION ANALYSIS:

Notwithstanding anything in the confirmed Chapter 13 Plan to the contrary, the proposed strip-off or modification of the mortgage(s) or lien(s) as set forth above shall not be effective unless and until a discharge has been entered on the Bankruptcy Court's Docket in the Chapter 13 case.

3. If applicable, the motion(s) to avoid the lien(s) under 11 U.S.C. § 522(f) of: _____

_____ is (are) granted.

4. The motion(s) under 11 U.S.C. § 365 to assume or reject lease(s) of: _____

_____ is (are) granted.

5. The employer of the Debtor _____, (or in appropriate cases, the Debtor) _____ shall deduct from the wages of the Debtor and forward to the Office of the Standing Chapter 13 Trustee, P.O. Box 2561, Providence, Rhode Island 02906, the sum of \$ _____ per _____ for _____.

6. The effective date of confirmation of the Plan is _____.

7. The disbursements to be made by the Chapter 13 Trustee pursuant to the confirmed Plan are set forth on the attached Addendum which is incorporated herein by reference.

8. Unless otherwise ordered by the Court, all property of the estate as defined in 11 U.S.C. §§ 541 and 1306, including, but not limited to any appreciation in the value of real property owned by the Debtor(s) as of the commencement of the case, shall remain property of the estate during the term of the Plan and shall vest in the Debtor(s) as specified in Part 7 of R.I. Local Form 3015-1.1. All property of the estate shall remain within the exclusive jurisdiction of the Bankruptcy Court.

9. The Debtor(s) shall not transfer, sell, encumber, or otherwise alienate property of the estate other than in accordance with the confirmed Plan or other order of the Bankruptcy Court. The Debtor shall be responsible for preserving and protecting all property of the estate.

10. The Court may, from time to time during the period of the Plan, increase or reduce the amount of the payments provided by the Plan, where it shall be made to appear at a hearing upon such notice as the Court may designate, that the circumstances so warrant or so require.

11. The Debtor(s) shall inform the Trustee of any increase he/she receives in salary or in income.

12. The Trustee shall pay the remaining balance due to any creditor when that balance due is \$25.00 or less.

13. Under 11 U.S.C. § 1325(a)(8) and § 1328(a), if the Debtor owes domestic support obligations, whether owed at the time of filing or incurred during the pendency of the bankruptcy case, the Debtor must file a certification with the Chapter 13 Trustee stating that all such payments due under the plan have been paid before a discharge order may enter.

14. Upon completion of the plan, discharge shall enter unless: (a) after motion and hearing the Court determines that the Debtor is not entitled to one pursuant to 11 U.S.C. § 1328(h), or; (b) the Debtor is otherwise not entitled to one pursuant to 11 U.S.C. § 1328.

15. The plan meets all of the requirements set forth in 11 U.S.C. § 1325(a).

16. This order is effective for the plan confirmed on _____ as well as any amended plan approved by the Court, post confirmation, upon the entry of an order modifying or approving a post confirmation plan, unless a new order is deemed necessary.

ENTER:

Diane Finkle, U.S. Bankruptcy Judge
Entered on:

Date:

Appendix VII

(Rev. 12/1/2017)

UNITED STATES BANKRUPTCY COURT DISTRICT OF RHODE ISLAND

NINTH AMENDED LOSS MITIGATION PROGRAM AND PROCEDURES

I. PURPOSE

The Loss Mitigation Program is designed to function as a forum for debtors and lenders to reach consensual resolution when a debtor's residential property is at risk of foreclosure. The Loss Mitigation Program aims to facilitate such resolution by opening communications between the debtors' and lenders' decision-makers. While the Loss Mitigation Program stays certain bankruptcy deadlines that may delay the normal progress of bankruptcy administration, more importantly, the Loss Mitigation Program encourages the parties to finalize a feasible and beneficial agreement under Bankruptcy Court protection, instead of seeking dismissal of the bankruptcy case.

II. LOSS MITIGATION DEFINED

The "loss mitigation" process is intended to include the full range of solutions that may prevent either the loss of a debtor's property to foreclosure, increased costs to the lender, or both. Loss mitigation commonly consists of several general types of agreements, or a combination of them: loan modification, loan refinance, forbearance, short sale, or surrender of the property in full satisfaction. The terms of a loss mitigation solution will vary in each case according to the particular needs and goals of the parties.

III. ELIGIBILITY

The following definitions describe the types of parties, properties and loans that are eligible for participation in the Loss Mitigation Program:

A. DEBTOR

The term "Debtor" means any individual debtor in a case filed under Chapter 7, 11, 12 or 13 of the Bankruptcy Code, including joint debtors. If the Debtor is represented by counsel, the term "Debtor" is to be interpreted to include both the Debtor and the Debtor's counsel, unless the Debtor, with the approval of Debtor's counsel, has expressly requested and authorized direct involvement without counsel. As a condition of a Chapter 7 Debtor's participation in loss mitigation, the Debtor must timely file a financial management course certificate within sixty days of the initial date set for the § 341 meeting of creditors pursuant to [Fed. R. Bankr. P. 1007\(c\)](#) and comply with all other requirements of the Bankruptcy Code. If the financial management course certificate is not timely filed then loss mitigation may be terminated. The

fact that a discharge has entered or that relief from stay has been granted does not prevent a Debtor from requesting loss mitigation or prevent the Court from entering a Loss Mitigation Order. However, neither do these actions prevent such Creditors from pursuing their state court rights during the loss mitigation period, if they so elect. Nothing herein prevents a party from filing a motion for specific relief.

B. PROPERTY

The term “Property” means any real property used as the principal residence of an eligible Debtor in which that Debtor holds an interest.

C. LOAN AND ESCROW

The term “Loan” means any mortgage, lien or extension of money or credit secured by eligible Property, regardless of whether the Loan (1) is considered to be “subprime” or “non-traditional,” (2) was in foreclosure prior to the bankruptcy filing, (3) is the first or junior mortgage or lien on the Property, or (4) has been “pooled,” “securitized,” or assigned to a servicer or to a trustee. The term “Escrow” means the payment in excess of principal and interest as defined in the applicable Loan document(s).

D. CREDITOR

The term “Creditor” refers to any mortgage holder, assignee, servicer or trustee of an eligible Loan.

IV. ADDITIONAL PARTIES

A. OTHER CREDITORS

Where necessary or desirable to obtain a global (i.e., more than a two party) resolution, any party may request, or the Bankruptcy Court may direct that multiple Creditors participate in the loss mitigation process.

B. CO-DEBTORS AND THIRD PARTIES

Where the participation of a co-debtor or other third party is necessary or desirable, any party may request, or the Bankruptcy Court may direct that such party participate in loss mitigation, to the extent that the Bankruptcy Court has jurisdiction over the party, or if the party consents to such participation.

C. CHAPTER 13 TRUSTEE

It is the duty of the Chapter 13 Trustee under § 1302(b)(4) of the Bankruptcy Code to “advise, other than on legal matters, and assist the debtor in performance under the plan.” Any party may request, or the Bankruptcy Court may direct the Chapter 13 Trustee to participate in loss

mitigation to the extent that such participation would be consistent with the Chapter 13 Trustee's duties under the Bankruptcy Code.

V. COMMENCEMENT OF LOSS MITIGATION

In a Chapter 7 case, the request for loss mitigation must be filed within 60 days of the petition date by one of the methods provided below. A loss mitigation request filed after the 60th day following the petition date must be accompanied by a motion to file out of time, pled with specificity. The consideration of such motion is within the Court's discretion. In a Chapter 13 case, the request for loss mitigation may be filed at any time by one of the methods provided below, although parties are encouraged to request loss mitigation as early in the case as possible.

A. BY THE DEBTOR

1. The Debtor shall serve on the Creditor and its registered agent, and on its counsel, if known, and file with the Court, a Notice and/or Request for Loss Mitigation (3rd Amended Form A) ("Debtor's Request for Loss Mitigation"). The Creditor shall have fourteen (14) days to object. If no objection is filed, the Bankruptcy Court may enter a Loss Mitigation Order setting forth the applicable deadlines for the loss mitigation process. If the Creditor/Lender is the United States, its agency, corporations, officers or employees [e.g., HUD], service of the Notice and/or Request for Loss Mitigation shall be made at the office of the United States Attorney for the District of Rhode Island.

2. Alternatively, a Debtor may file with the Court and serve on the Creditor and its counsel, if known, a Debtor's Request for Loss Mitigation. The Creditor shall have fourteen (14) days to object. If no objection is filed, the Bankruptcy Court may enter a Loss Mitigation Order setting forth the applicable deadlines for the loss mitigation process. Only one creditor/property may be included on the Debtor's Request for Loss Mitigation. Use separate forms for additional creditors (liens). If the Creditor/Lender is the United States, its agency, corporations, officers or employees [e.g., HUD], service of the Notice and/or Request for Loss Mitigation shall be made at the office of the United States Attorney for the District of Rhode Island.

3. If a Creditor has filed a motion for relief from the automatic stay pursuant to § 362 of the Bankruptcy Code (a "Lift-Stay Motion"), the Debtor may file a Debtor's Request for Loss Mitigation so long as it is filed within the objection period set for the Lift-Stay Motion. The Debtor shall also timely file an objection to the Lift-Stay Motion stating all the grounds for such objection. The Debtor and Creditor shall appear at the scheduled hearing on the Lift-Stay Motion, at which time the Bankruptcy Court will consider the loss mitigation request and any opposition by the Creditor. If the objection deadline in the loss mitigation request expires before the scheduled hearing and no objection is filed, the matter will be automatically removed from the calendar, all pending matters will be continued, and the parties will be so notified. If the Court enters the Loss Mitigation Order, Lift-Stay Motions will be continued to the next loss mitigation status hearing held in the case.

B. BY A CREDITOR

A Creditor may file with the Court and serve on the Debtor and Debtor’s counsel, if any, a Creditor’s Request for Loss Mitigation (Amended Form B). The Debtor shall have seven (7) days to object. If no objection is filed, the Bankruptcy Court may enter a Loss Mitigation Order setting forth the applicable deadlines for the loss mitigation process.

C. FEES

Debtor’s Request for Loss Mitigation (3rd Amended Form A) requires the Debtor, as part of participation in the Loss Mitigation Program, to consent to the payment of legal fees to Debtor’s counsel and Lender’s counsel in an amount up to \$2,000 each, or such additional amount as the Court may allow upon application and notice of hearing. Lender’s counsel may not require payment of such fee by the Debtor during the loss mitigation process or as a condition of participation in the loss mitigation process and may only assess the fee to the Debtor’s Loan account.

D. PAYMENT

This Court’s Loss Mitigation Program is intended to bring debtors and secured lenders together, hopefully to reach consensual and mutually beneficial resolutions when residential property is at risk of foreclosure. With this in mind, and consistent with the federal HAMP eligibility requirements – that homeowners must be in default or at imminent risk of default—the requirement that debtors make regular mortgage payments during the loss mitigation process will not be automatically imposed as a condition to participation in the Loss Mitigation Program. To do so would likely be fatal to the viability of most of the federal, state and municipal programs that have been developed in response to the residential foreclosure crisis. However, during the loss mitigation period, the Debtor must make monthly adequate protection payments, as provided below in Section VI.B.5, to the Creditor at the Creditor’s loss mitigation contact address, or such other address as the Creditor may direct.

E. BY THE BANKRUPTCY COURT

The Bankruptcy Court may enter a Loss Mitigation Order at any time, provided that the parties bound by said Order (the “Loss Mitigation Parties”) have had notice and opportunity to object and be heard.

F. OPPORTUNITY TO OBJECT

Where any party files an objection, a Loss Mitigation Order shall not be entered until the Bankruptcy Court, after adequate notice, has either held a hearing to consider the objection, or overrules the objection without a hearing for failing to include specific reasons why loss mitigation would not be successful. If a party objects on the ground that loss mitigation has been requested in bad faith, the assertion must be supported by objective reasons, and/or by sworn testimony.

To give the Rhode Island Bankruptcy Court Loss Mitigation Program the best chance of success, parties are advised that objections to loss mitigation participation shall be filed by the applicable deadline and must contain specific reasons as to why the secured lender believes that loss mitigation would not be successful.

VI. LOSS MITIGATION ORDER

A. DEADLINES

A Loss Mitigation Order shall contain deadlines for the following:

1. The date by which the Loss Mitigation Parties shall designate contact persons and disclose contact information, if this information has not been previously provided.
2. The date by which the Creditor must initially contact the Debtor.
3. The date by which the Creditor must transmit information requests to the Debtor.
4. The date by which the Debtor must transmit information requested by the Creditor.
5. The date by which the Court will hold an initial status hearing (“Initial Status Hearing”) on loss mitigation. In lieu of attending the status hearing, the parties may file a status report (Form E) with proposed Consent Order (Form F) attached, no later than 3:00 p.m. two (2) days prior to the scheduled hearing date. If the Court enters the Consent Order, the Initial Status Hearing will be canceled.

B. EFFECT

Upon the entry of a Loss Mitigation Order, the following shall apply to the Loss Mitigation Parties:

1. Any Lift-Stay Motion filed by such Loss Mitigation Creditor prior to or after the entry of the Loss Mitigation Order shall be scheduled for hearing on the Initial Status Hearing date and continued to each successive loss mitigation status hearing date; the stay shall be extended pursuant to § 362(e) of the Bankruptcy Code. If, however, it appears that such motions are being filed during the loss mitigation period primarily to drive up costs to the Debtor, particularly when a consensual loan modification is in progress, the Court will consider, on a case by case basis, whether such fees and costs are appropriate. If the Debtor fails to cooperate in the loss mitigation process, the Creditor may move to terminate loss mitigation, at which time the Court will schedule the pending Lift-Stay Motion for the same date as any hearing on the motion to terminate loss mitigation.
2. In a Chapter 7 case, if the loss mitigation period is anticipated to continue more than 80 days from the date the Chapter 7 petition was filed, Debtors may seek to extend the entry of discharge pursuant to Fed. R. Bankr. P. 4004(c)(2), in order that the automatic stay not expire under 11 U.S.C. § 362(c)(2) (C).

3. In Chapter 13 cases, the hearing date for confirmation of the plan shall be continued to a date after the last day of the loss mitigation period. The deadline by which a Creditor must object to confirmation shall be governed by R.I. LBR 3015-1(c)(2), 3015-2(b) and/or 3015-3(b), as applicable, and calculated from the rescheduled confirmation date.

4. During the loss mitigation period, Debtor must stay current with their Chapter 13 plan payments in order to remain eligible for the program.

5. During the loss mitigation period, the Debtor must make monthly adequate protection payments to the Loss Mitigation Creditor in an amount equal to 31% of Debtor's gross monthly income as reported on Bankruptcy Schedules I & J, subject to the exceptions set forth herein. If more than one Loan is subject to loss mitigation, the combined adequate protection payments for all such Loans shall be equal to 31% of Debtor's gross monthly income as reported on Bankruptcy Schedules I & J. In the event 31% of the Debtor's gross monthly income as reported on Bankruptcy Schedules I & J is insufficient to pay the Escrow portion of all Loans subject to loss mitigation, the Debtor shall make monthly adequate protection payments equivalent to the contractual monthly Escrow payments due under the relevant Loans. Further, if the Debtor's contractual monthly mortgage payments, including the Escrow portion, for all Loans subject to loss mitigation is less than 31% of the Debtor's gross monthly income as reported on Bankruptcy Schedules I & J, then the Debtor shall make monthly adequate protection payments equivalent to the contractual amounts due under the Loan documents. Such monthly payments must commence within (a) 30 days of the entry of the Loss Mitigation Order or (b) 10 days after the Creditor provides its contact information, whichever is the later date. Failure to timely make such adequate protection payments may result in termination of loss mitigation. Payment should be sent to the Creditor at the Creditor's loss mitigation contact address, or such other address as the Creditor may direct.

6. Pursuant to Fed. R. Evid. 408, all communications and information exchanged by the Loss Mitigation Parties during the loss mitigation period are without prejudice, and will be inadmissible in any subsequent judicial proceedings.

VII. DUTIES UPON COMMENCEMENT OF LOSS MITIGATION

Upon entry of a Loss Mitigation Order, the Loss Mitigation Parties shall have the following obligations:

A. GOOD FAITH

The Loss Mitigation Parties shall negotiate in good faith. A party failing or refusing to participate in loss mitigation in good faith may be subject to sanctions. At any time during the loss mitigation period, a party seeking compliance with deadlines should file a motion to compel compliance with the Loss Mitigation Order or seek termination of loss mitigation, if appropriate.

B. CONTACT INFORMATION

1. The Debtor: The Debtor shall provide written notice to each Creditor, indicating the manner in which the Creditor should contact the Debtor, unless the Debtor has already done so as part of its request for loss mitigation.
2. The Creditor: Each Creditor shall provide written notice to the Debtor, identifying the name, address, and direct telephone number of the contact person with settlement authority, unless a Creditor has already done so as part of a prior request for loss mitigation.

C. STATUS HEARING

The Court will hold an Initial Status Hearing on a date set forth in the Loss Mitigation Order. In lieu of attending the status hearing, the parties may file a status report (Form E) with proposed Consent Order (Form F) attached, no later than 3:00 p.m. two (2) days prior to the scheduled hearing date. If the Court enters the Consent Order, the Initial Status Hearing will be canceled.

D. BANKRUPTCY COURT APPROVAL

1. Chapter 13 Cases: The Loss Mitigation Parties shall file a written request for Bankruptcy Court approval of any resolution or settlement reached during the loss mitigation process in a Chapter 13 case. See also Section X infra.
2. Chapter 7 Cases: The Loss Mitigation Parties are not required to seek Bankruptcy Court approval of any resolution or settlement reached during the loss mitigation process, including approval of any loan modification agreement, and such Parties are authorized to effectuate such resolution or settlement without further order or approval of the Bankruptcy Court or the Chapter 7 Trustee. However, the Loss Mitigation Parties are required to file Form D upon the successful completion of loss mitigation. See also Section X infra.

VIII. THE LOSS MITIGATION PROCESS

A. INITIAL CONTACT

Within seven (7) days after entry of a Loss Mitigation Order, unless a different deadline is set by the Court, the contact person designated by each Creditor shall contact the Debtor's counsel, or Debtor, if specifically authorized, and any other Loss Mitigation Party. The Debtor may contact any Loss Mitigation Party at any time. The purpose of the initial contact is to create a framework for the discussion at the Loss Mitigation Session and to ensure that each of the Loss Mitigation Parties will be prepared to participate meaningfully in the Loss Mitigation Session – it is not intended to preclude the introduction of additional issues or proposals that may arise during the session. During the initial contact phase, the Loss Mitigation Parties should agree upon:

1. The time, place and method for conducting the loss mitigation sessions.

2. The types of loss mitigation solutions under consideration by each party.
3. A plan for the exchange of requested information prior to the loss mitigation session, including the due date for the Debtor to complete and return any information request or other loss mitigation paperwork that each Creditor may require. All such information shall be provided at least seven (7) days prior to the Loss Mitigation Session.

B. LOSS MITIGATION SESSIONS

Loss Mitigation Sessions may be conducted in person, telephonically, via video conference or by e-mail communication. Prior to the conclusion of each Loss Mitigation Session, the Loss Mitigation Parties should discuss whether additional sessions are necessary and set the time and method for conducting any additional sessions, including a schedule for the exchange of any further information or documentation that may be required.

C. BANKRUPTCY COURT ASSISTANCE

At any time during the loss mitigation period, a Loss Mitigation Party may request a settlement conference or status conference with the Bankruptcy Court, on any subject dealing with the loss mitigation process.

IX. DURATION, EXTENSION AND EARLY TERMINATION

A. INITIAL PERIOD

The initial loss mitigation period shall be set by the Bankruptcy Court in the Loss Mitigation Order.

B. EARLY TERMINATION

1. Upon Request of a Loss Mitigation Party: A Loss Mitigation Party may request that the loss mitigation period be terminated for cause, and shall state the reason(s) for the request. Except where early termination is necessary to prevent irreparable injury, loss or damage, the request shall be made on notice to all other Loss Mitigation Parties, and if necessary, the Bankruptcy Court may schedule a hearing to consider said request.

2. Dismissal of the Bankruptcy Case:

a. Other than at the request of a Chapter 13 Debtor, or on the motion of the United States Trustee, the case trustee, or the Court acting sua sponte, for failure to comply with requirements under the Bankruptcy Code, a case shall not be dismissed during the loss mitigation period unless the Loss Mitigation Parties have provided the Bankruptcy Court with an explanatory status report that is approved by the Court.

b. Upon the request of a Chapter 13 Debtor: A Debtor shall not be required to request dismissal of the bankruptcy case as part of any resolution or settlement that is offered or

agreed to during the loss mitigation period. Where a Chapter 13 Debtor requests voluntary dismissal of the bankruptcy case during the loss mitigation period, the Debtor's dismissal request shall indicate whether the Debtor agreed to any settlement or resolution with a Loss Mitigation Party during the loss mitigation period or intends to accept an offer of settlement made by a Loss Mitigation Party during the loss mitigation period.

c. Notice: If a bankruptcy case is dismissed for any reason during the loss mitigation period, the Clerk of the Court shall note on the docket that loss mitigation efforts were ongoing at the time the bankruptcy case was dismissed.

X. RESOLUTIONS

The Bankruptcy Court will consider any agreement reached during loss mitigation in Chapter 13 cases and may approve the same ("Resolution"), subject to the following:

1. Implementation: A Resolution may be noticed and implemented in any manner permitted by the Bankruptcy Code and Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), including, but not limited to, a stipulation, sale, plan of reorganization or amended plan of reorganization. All settlement agreements that result in loan modifications in Chapter 13 cases must be accompanied by a completed and signed Form D, Proposed Loan Modification Agreement. Upon Resolution in a Chapter 7 case, the Loss Mitigation Parties shall file a completed and signed Form D, Proposed Loan Modification Agreement.
2. Fees, Costs or Charges: If a Resolution provides for a Creditor to receive payment or reimbursement of any fee, cost or charge that arose from loss mitigation, other than those fees authorized by Section V.C. above, all such fees, costs or charges shall be disclosed to the Debtor, the case trustee, the United States Trustee, and to the Bankruptcy Court prior to (a) approval of the Resolution in a Chapter 13 case or (b) finalization of any Resolution in a Chapter 7 case.
3. Signatures: In a Chapter 13 case, consent to the Resolution shall be acknowledged in writing by (1) an authorized representative of the Creditor, (2) the Debtor, and (3) the Debtor's attorney, if applicable.
4. Hearing: Where a Debtor in a Chapter 13 case is represented by counsel, a Resolution may be approved by the Bankruptcy Court without further notice, or upon such notice as the Bankruptcy Court directs. Where a Debtor in a Chapter 13 case is not represented by counsel, a Resolution shall not be approved until after the Bankruptcy Court has conducted a hearing at which the Debtor shall personally appear.
5. Supplemental Schedules I and J, Amended Chapter 13 Plan, if applicable, and Updated Objection to Confirmation: Within fourteen (14) days after Court approval of a loss mitigation Resolution, the Debtor shall file Supplemental Schedules I and J, and an amended Chapter 13 Plan, if applicable. The Creditor shall update any previously filed objection to the Chapter 13 Plan, if applicable, at least seven (7) days before the rescheduled confirmation hearing date. If an updated objection is not filed, the Court will deem the original objection to have been withdrawn.

6. Dismissal Not Required: A Debtor is not required to request dismissal of the bankruptcy case in order to effectuate a Resolution. Where the Debtor requests or consents to dismissal of the bankruptcy case as part of the Resolution, the Bankruptcy Court may approve the agreement as a “structured dismissal,” if such action complies with the Bankruptcy Code and the Bankruptcy Rules, and does substantial justice between the parties.

XI. COORDINATION WITH OTHER PROGRAMS

[Provision may be added in the future to provide for coordination with other loss mitigation programs.]

XII. EFFECTIVE DATE

Pursuant to General Order 09-003, the Court’s Loss Mitigation Program first became effective on November 1, 2009. By General Order 10-001, the Court issued its First Amended Loss Mitigation Program which took effect on January 15, 2010, on April 1, 2010, by General Order 10-002, the Second Amended Loss Mitigation Program went into effect, on August 23, 2010, by General Order 10-003, the Third Amended Loss Mitigation Program took effect, on February 14, 2011, by General Order 11-001, the Fourth Amended Loss Mitigation Program took effect, on October 3, 2011, the Fifth Amended Loss Mitigation Program took effect, on December 1, 2011, the Sixth Amended Loss Mitigation Program took effect, on June 3, 2013, the Seventh Amended Loss Mitigation Program took effect, on April 1, 2014, on April 1, 2014, by General Order 14-001, the Eighth Amended Loss Mitigation Program took effect, and on December 1, 2017, by General Order 17-001, this Ninth Amended Loss Mitigation Program will take effect.