

UNITED STATES DISTRICT & BANKRUPTCY COURT  
DISTRICT OF IDAHO

STEPHEN W. KENYON  
CLERK OF COURT  
208.334.1976



L. JEFF SEVERSON  
CHIEF DEPUTY  
208.334.9464

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October 25, 2021

## NOTICE FOR PUBLIC COMMENT

The United States Bankruptcy Court's Local Rules Committee invites the public to review and provide comment on the amendments to the Bankruptcy Court's Local Rules 2016.1, 2016.2, 4001.3, 6007.1 and 8001.1, as well the Chapter 13 Plan and the new Chapter 11 Subchapter V Model Plan. A copy of the amended rules, Chapter 13 Plan, and Chapter 11 Subchapter V Model Plan are attached to this notice (redline versions).

There will also be a paper copy provided for reference at the United States Courthouses in Boise, Coeur d'Alene, and Pocatello. If you are unable to access the website, or not able to travel to a courthouse location, please call Jeff Severson, Chief Deputy at (208) 334-9464.

**All public comments are due by December 1, 2021, at 5 p.m. (MST).** Please send your comments by email to [local\\_rulesBK@id.uscourts.gov](mailto:local_rulesBK@id.uscourts.gov), or by mail to the following address:

United States Bankruptcy Court, District of Idaho  
Attn: Jeff Severson, Chief Deputy  
550 West Fort Street  
Boise, ID 83724

If you have any questions, you can send your questions to [local\\_rulesBK@id.uscourts.gov](mailto:local_rulesBK@id.uscourts.gov), or please call (208) 334-9464. Thank you.

2016.1

DEBTOR REPRESENTATION AND COMPENSATION

Attorneys representing debtors shall establish the terms and conditions of employment by appropriate written agreement. Such agreement, executed by the attorney and the debtor(s), shall be attached to each statement filed by the attorney under Fed. R. Bankr. P. 2016(b). Compensation, in all cases, is subject to review pursuant to the Bankruptcy Code.

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**RELATED AUTHORITY**

11 U.S.C. § 329, 330, 503(b)(2), 528  
[Fed. R. Bankr. P. 2016](#)

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**Advisory Committee Notes:**

2016.2+

## DEBTOR REPRESENTATION AND COMPENSATION IN CHAPTER 13

### ~~(a) Applicability.~~

~~Attorneys representing debtors in cases under chapter 13 of the Bankruptcy Code may elect to establish terms of compensation for their services under the requirements and conditions of this rule. If they elect not to do so, the terms and conditions of employment shall be as established by appropriate written agreement, and compensation shall be subject to the requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, including but not limited to 11 U.S.C. § 330(a)(4)(B).~~

### ~~(b) Presumptive fee.~~

~~The Court has established by General Order a presumptive fee for representation of debtors in a chapter 13 case for all services rendered, or to be rendered, throughout the duration of the case, and inclusive of all costs and expenses except filing fees. This fee shall be presumptively reasonable and allowed under 11 U.S.C. § 330(a)(4)(B) without itemization of time or other submission. Such fee is presumptive only and may be reviewed based on the facts and circumstances of the case and may be reduced or modified by the court after hearing. This presumptive fee does not remove the duty of attorneys to keep contemporary records of their time and expenses.~~

~~If an attorney elects to establish compensation for representation of debtors in chapter 13 cases under this rule, and upon compliance with the terms and conditions of this rule, the attorney shall be allowed a fixed fee not to exceed the amount provided in a General Order of this court for all services rendered or to be rendered throughout the duration of the chapter 13 case, and inclusive of all costs and expenses with the exception of filing fees. This fixed fee shall be presumptively reasonable and allowable under 11 U.S.C. § 330(a)(4)(B) without itemization of time or other submission. The chapter 13 plan may make provision for the payment of any portion of such fee not paid by the debtor(s) prior to the filing of the petition.~~

~~(1) Inasmuch as such fee's reasonableness is presumptive only, the court may, in its discretion or upon request of the debtor, the chapter 13 trustee, the U.S. Trustee, a creditor or party in interest, conduct a hearing to consider the reasonableness of such fee under all the facts and circumstances of the case. The court may, as a result of such hearing, reduce or modify such fee.~~

### ~~(c) Required use of model retention agreement.~~

~~An attorney seeking to establish presumptive compensation under this rule shall execute and be bound by the Model Retention Agreement in the form required by the court and filed pursuant to LBR 2016.1. Such attorney shall also obtain the signatures of the debtor(s) to the Model Retention Agreement. ~~A copy of the fully executed Model Retention Agreement shall be attached to the statement filed by the attorney under Fed. R. Bankr. P. 2016(b).~~~~

**(d2) Applications for fees in addition to presumptive amount.**

In extraordinary circumstances, an attorney ~~receiving presumptive compensation under this rule~~ may seek additional fees and costs through an application for ~~allowance of~~ additional compensation and, if necessary, a motion to modify a confirmed plan. ~~Such an application shall be set for a hearing upon notice to the debtor(s), the chapter 13 trustee, the U.S. Trustee, and all creditors and parties in interest.~~ Such an application shall ~~be accompanied by an affidavit justifying the request and including~~ include a justification for the request and ~~an~~ itemization of all services and costs rendered by the attorney, from the initiation of representation of the debtor(s) through the date of application, supporting the total amount of compensation sought, and give notice to the debtor(s), the chapter 13 trustee, the U.S. Trustee, and all creditors and parties in interest. ~~This affidavit shall be filed with the court and served on the debtor(s), the chapter 13 trustee, and the U.S. Trustee.~~

**(eb) Applications for attorney's fees in cases dismissed prior to confirmation.**

In the event the debtor(s) case is dismissed prior to confirmation, then attorney's fees awarded pursuant to 11 U.S.C. § 330(a)(4)(B) must be reasonable. In those cases wherein the attorney for the debtor(s) is seeking to be paid attorney's fees after dismissal from funds paid by debtor(s) to and still held received by the chapter 13 trustee ~~from the debtor(s) prior to dismissal and still in trustee's possession~~, the attorney for the debtor(s) shall timely file a detailed fee application within 14 days of the date the case was dismissed with notice to the debtor(s) and the trustee. The application must state that debtor(s) have been advised of the attorney's intent to seek payment on their attorney's fees from funds being held by the trustee that would otherwise be refunded to the debtor(s) pursuant to 11 U.S.C. § 1326(a)(2) and that the debtor(s) have the right to object to the allowance of some or all of the fees requested. Failure of debtor(s)' attorney to timely file a fee application will result in funds being refunded to the debtor(s).

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**RELATED AUTHORITY**

11 U.S.C. § 329, 330, 503(b)(2), 528  
[Fed. R. Bankr. P.](#) 2016  
District of Idaho General Order No. 322

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**Advisory Committee Notes:**

This rule provides an alternative fee approach to counsel representing chapter 13 debtors. Ordinarily, counsel representing debtors in chapter 13 cases would be required to support fees paid pre-petition or through a confirmed plan by providing itemization on a time and hour basis. This court has previously as a matter of practice waived, in most cases, the requirement of itemization of services for counsel charging a fee for services in the case not exceeding \$1,000.00. *See generally In re Gebert*, 99.4 I.B.C.R. 137, 138 (Bankr. D. Idaho 1999).

The court wishes to ensure reasonable and adequate compensation is paid chapter 13 debtor(s)'s counsel, to encourage full performance of duties by such counsel throughout the duration of the case as ~~debtors'~~ needs and changed circumstances require; and to eliminate the expense of serial requests for incremental fees ~~through modified plans~~. It has elected to do so through a significantly higher presumptively reasonable fee, but conditions its availability to those cases where debtor(s) and ~~their~~ counsel agree to a standard form of retention agreement outlining the mutual duties and responsibilities of attorney and client.

Under this rule, counsel may charge and receive ~~a fixed~~ the presumptive fee not to exceed the amount provided in a General Order of this court for all services rendered or to be rendered in the chapter 13 case. Use of this alternative requires that the attorney and the client execute the Model Retention Agreement, which may be found in Appendix II of the Local Bankruptcy Rules. A copy of the executed Model Retention Agreement must be attached to counsel's Rule 2016(b) statement pursuant to LBR 2016.1.

The contemplation is that this compensation is a ~~fixed~~ presumptive fee for all services in the case, and not a base fee that in ordinary cases would be subject to post-confirmation requests for additional fees. However, in extraordinary circumstances, an attorney could seek relief ~~from beyond~~ the fixed presumptive fee, ~~and additional compensation, though~~ only upon an application with supporting affidavits, notice, and actual hearing itemization and notice.

Bankruptcy Local Rule 4001.3

ADEQUATE PROTECTION PAYMENTS IN CHAPTER 13

(a) Amount of Adequate Protection Payments. Adequate protection payments shall be made as provided by court order after motion and adequate notice.

(b) Disbursements and Accounting. Disbursements under § 1326(a)(1)(C), by debtor(s) or a trustee shall be made monthly on allowed secured claims commencing within 30 days of the filing of the proof of claim. A trustee holding insufficient funds to make such payments may make payments in his or her discretion as funds held will permit. The trustee is authorized to deduct from the allowed amount of a claim all § 1326(a)(1)(C) preconfirmation disbursements made by the trustee or by debtor(s).

**Related Authority:**

11 U.S.C. § 361, 1326(a)(1)(C)  
Fed. R. Bankr. P. 4001(d)

**Advisory Committee Note:**

Section (a) is intended to allow for use of National Form B1130 or other form of motion and order consistent with practice in the Bankruptcy Court for the District of Idaho, including filing a motion for adequate protection payments on negative notice under LBR 2002.2(d).

**MOTIONS FOR ABANDONMENT**

A motion by a party in interest under 11 U.S.C. § 554(b) for an order requiring a trustee to abandon property of the estate shall be noticed to creditors and parties in interest in accord with the requirements of Fed. R. Bankr. P. 6007(a).

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**RELATED AUTHORITY**

11 U.S.C. § 554  
Fed. R. Bankr. P. 6007(a), (b)

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**Advisory Committee Notes:**

This rule makes Fed. R. Bankr. P. 6007(a) applicable to motions brought under 11 U.S.C. § 554(b) and Fed. R. Bankr. P. 6007(b).

Bankruptcy Local Rule 8001.1

RULES APPLICABLE TO BANKRUPTCY APPEALS

**(a) Rules applicable to bankruptcy appeals.**

All appeals ~~in bankruptcy cases~~ to the Ninth Circuit Bankruptcy Appellate Panel or the Idaho District Court are governed by the rules in Part VIII of the Federal Rules of Bankruptcy Procedure and General Order No. 349.

**(b) Transmittal of record.**

When the record on appeal is transmitted, the original bankruptcy court record shall remain in the office of the bankruptcy court clerk.

**Fill in this information to identify your case:**

Debtor 1  
 \_\_\_\_\_  
 First Name Middle Name Last Name

Debtor 2  
 \_\_\_\_\_  
 First Name Middle Name Last Name

United States District Court for the District of Idaho

Case number  
 (if known) \_\_\_\_\_

Check if this is an amended plan, and list below the sections of that plan that have been changed.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Idaho Form Chapter 13 Plan**

10/2021~~1/19~~

**Part 1:** Notices

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

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

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

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

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

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

1.1	A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor	<input type="radio"/> Included	<input type="radio"/> Not included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase money security interest, set out in Section 3.4	<input type="radio"/> Included	<input type="radio"/> Not included
1.3	Nonstandard provisions, set out in Part 8	<input type="radio"/> Included	<input type="radio"/> Not included
1.4	Discharge: Debtor 1 is eligible for discharge of debts	<input type="radio"/> Eligible	<input type="radio"/> Not eligible
	Discharge: Debtor 2 is eligible for discharge of debts	<input type="radio"/> Eligible	<input type="radio"/> Not eligible

2.1 No later than thirty (30) days after the date the bankruptcy petition is filed or the case converted to Chapter 13, debtor(s) will commence making regular payments to the trustee as follows:

+ - \$ \_\_\_\_\_ per \_\_\_\_\_ for \_\_\_\_\_ months

The Applicable Commitment Period is \_\_\_\_\_ months. Debtor(s) may not pay off this plan in less than the term of the plan without notice to interested parties and an opportunity for hearing before the court unless the plan pays all allowed unsecured claims in full.

2.2 Regular payments to the trustee will be made from future income in the following manner:

Check all that apply.

- Debtor(s) will make payments pursuant to a payroll deduction order.
 Debtor(s) will make payments directly to the trustee.

Debtor(s) acknowledge that if the debtor(s) is/are over more than thirty (30) days delinquent on any payment due under this Section 2.1, upon request of the trustee, or request of the debtor(s) at any time, a payroll deduction order to debtor(s)' employer may immediately be issued.

2.3 Income tax refunds.

Check one.

- Debtor(s) will retain any income tax refunds received during the plan term.
 Debtor(s) project income tax refunds during the term of this plan. During the Applicable Commitment Period, debtor(s) will turn over to trustee all net income tax refunds. At any time during the term of the plan, debtor(s) shall be entitled to use a tax refund to pay taxes due any other income taxing authority and/or reasonable tax return preparation fees, unless already budgeted. Upon a stipulation between the trustee and the debtor(s), approved by an order of the court, the debtor(s) may retain, in whole or in part, certain net income tax refunds during the term of the plan to facilitate the terms of this plan or to meet other reasonable and necessary needs of the debtor(s).
 Debtor(s) will treat income tax refunds as follows:

2.4 Additional payments.

Check one.

- None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.
 Debtor(s) will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment.

2.5 The trustee, for cause, may defer not more than two monthly payments per calendar year and not more than four payments over the term of the plan, without further notice to parties or a hearing before the court.

**Part 3: Treatment of Secured Claims**

**3.1 Maintenance of payments and cure of default, if any.**

Check one.

- None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
- The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed either by the trustee or directly by the debtor(s), as specified below. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated in equal monthly installments over the term of the plan. Unless otherwise ordered by the court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) control over any contrary amounts listed below as to the current installment payment and arrearage. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.

Name of Creditor	Collateral	Current installment payment (including escrow)	Estimated amount of arrearage (if any)	Interest rate on arrearage (if applicable)	Estimated Total payments by trustee
		\$ _____	\$ _____	% \$ _____	

Disbursed by:  Trustee  
 Debtor(s)

+   -

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

Check one.

- None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.
- The debtor(s) request that the court determine the value of the secured claims listed below. For each non-governmental secured claim listed below, the debtor(s) state that the value of the secured claim should be as set out in the column headed *Amount of secured claim*. For secured claims of governmental units, unless otherwise ordered by the court, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below in equal monthly installments over the term of the plan.

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

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

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

**For each creditor listed in this section 3.2 the debtor(s) will serve notice on such creditor as required in Bankruptcy Rule 7004 and file a proof of service with the court. Request for valuation of security in which creditors hold an interest must be made consistent with Rule 3012.**

Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of collateral senior to creditor's claim	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Estimated total of monthly payments
						%	

+   -

**3.3 Secured claims excluded from 11 U.S.C. § 506.**

Check one.

- None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.
- The claims listed below were either:

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

These claims will be paid in full under the plan with interest at the rate stated below in equal monthly installments over the term of the plan. These payments will be disbursed either by the trustee or directly by the debtor(s), as specified below. Unless otherwise ordered by the court, the claim amount stated on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) controls over any contrary amount listed below. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling.

The holder of any claim listed below will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

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

Name of Creditor	Collateral	Amount of claim	Date of Contract	Interest rate	Estimated total payments by trustee
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\$ \_\_\_\_\_ % \$ \_\_\_\_\_

Disbursed by:  Trustee  Debtor(s)

+
-

**3.4 Lien Avoidance**

Check one.

- None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.
- 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). Unless otherwise ordered by the court, a judicial lien or security interest securing a claim listed below will be avoided pursuant to § 522(f) and Bankruptcy Rule 4003(d) 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 to the extent 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. **For each creditor listed in this section 3.4 the debtor(s) will serve notice on such creditor as required in Bankruptcy Rule 7004 and file a proof of service with the court.**

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

+
-

**3.5 Surrender of collateral.**

Check one.

- None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.
- The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5 below.

Name of creditor	Collateral
+ -	

**3.6 Adequate Protection Payments.**

Check one.

- None.** If "None" is checked, the rest of § 3.6 need not be completed or reproduced.
- No later than thirty (30) days after the date the bankruptcy petition is filed or the case converted to Chapter 13, the trustee shall commence making adequate protection payments on allowed claims to the following creditor(s) until confirmation.
- No later than thirty (30) days after the date the bankruptcy petition is filed or the case converted to Chapter 13, the debtor(s) shall commence making payments on allowed claims of secured creditors, in an amount sufficient to provide adequate protection, directly to the creditor(s) until confirmation. The payments made under this subsection shall reduce the amount owed under the plan. The debtor(s) shall timely provide the trustee evidence of such payments, including the amount and date of the payments.

Name of creditor	Collateral	Adequate Protection Payment
+ -		\$

**3.67 Post-Petition Real Property Tax Payments.**

Check one.

- None.** If "None" is checked, the rest of § 3.7-6 need not be completed or reproduced.
- Real property taxes are paid through escrow by debtor(s)' mortgage holder.
- Real property taxes are paid directly by the debtor(s).

**Part 4:**

**Treatment of Fees and Priority Claims**

**4.1 General**

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without post-petition interest.

**4.2 Trustee's fees**

Trustee's fees are governed and paid as provided by 28 U.S.C. § 586. Trustee's fees are governed by statute and may change during the course of the case.

**4.3 Attorney's fees**

Check one.

- Model Retention Agreement Cases**

Debtor(s)' attorney has elected to charge a fixed fee pursuant to the Model Retention Agreement, Local Rule 2016, of \$ \_\_\_\_\_ (not to exceed \$4,000), exclusive of costs. Said attorney has received \$ \_\_\_\_\_ prior to filing hereof and is to be paid the remaining amount in monthly payments over the initial \_\_\_\_\_ months of distribution or in such longer period as is required to allow the trustee to make the set monthly installments as set forth in this plan.

Non Model Retention Agreement Cases

Fees and costs to the debtor(s)' attorney in an amount to be proven and allowed by the court not to exceed \_\_\_\_\_.

This is in addition to the fee retainer paid pre-petition in the amount of \_\_\_\_\_.

- a) payable in equal monthly installments over the initial \_\_\_\_\_ months of distribution, or in such longer period as is required to allow the trustee to make the set monthly installments.
- b) payable as funds become available.

**4.4 Priority claims other than attorney's fees and those treated in § 4.5.**

Check one.

- None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.
- The debtor(s) estimate the total amount of other priority claims to be \_\_\_\_\_ payable in equal monthly installments over the term of the plan.
- The debtor(s) estimate the total amount of other priority claims to be \_\_\_\_\_ payable as funds become available after set monthly installments pursuant to the plan are made.

**4.5 Domestic support obligations.**

Check one.

- None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.
- The debtor(s) is/are current on domestic support obligations and will continue to make post-petition payments pursuant to the support order.
- Unsecured claims for domestic support obligations allowed under 11 U.S.C. § 507(a)(1)(A), which are estimated to be \_\_\_\_\_ shall be paid in equal monthly installments over the term of the plan. The debtor(s) will continue to make post-petition payments pursuant to the support order.
- Unsecured claims for domestic support obligations allowed under 11 U.S.C. § 507(a)(1)(B) shall be paid in equal monthly installments over the term of the plan. The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). *This plan provision requires that payments in § 2.1 be for a term of 60 months; see 11 U.S.C. § 1322(a)(4).*

Name of creditor	Amount of claim to be paid
	\$ _____

+   -

**Part 5:**

**Treatment of Nonpriority Unsecured Claims**

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

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata from, the funds remaining after disbursements have been made to all other creditors provided for in this plan.

**5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.**

Check one.

- None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.
- The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed either by the trustee or directly by the debtor(s), as specified below. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee. The final column includes only payments disbursed by the trustee rather than by the debtor(s).

Name of Creditor	Current installment payment	Amount of arrearage to be paid	Estimated total payments to trustee
	\$ _____	\$ _____	\$ _____

Disbursed by:  Trustee       Debtor(s)

+   -

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

Check one.

- None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.
- The nonpriority unsecured allowed claims listed below are separately classified and will be treated as follows

Name of Creditor	Basis for separate classification and treatment	Amount to be paid on the claim	Interest rate (if applicable)	Estimated total amount of payments
		\$ _____		% \$ _____

**Part 6:**

**Executory Contracts and Unexpired Leases**

**6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.**

Check one.

- None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.
- Assumed items.** Current installment payments will be disbursed either by the trustee or directly by the debtor(s), as specified below, subject to any contrary court order. Arrearage payments will be disbursed by the trustee.

Name of Creditor	Description of leased property or executory contract	Current installment payment	Estimated amount of arrearage to be paid	Treatment of arrearage (Refer to other plan section if applicable)	Estimated total payments by trustee
			\$ _____		\$ _____

Disbursed by:  Trustee  Debtor(s)

**Part 7:**

**Vesting of Property of the Estate**

**7.1 Property of the estate will vest in the debtor(s) upon**

Check the applicable box:

- plan confirmation.
- entry of discharge.
- other: \_\_\_\_\_

**Part 8:**

**Nonstandard Plan Provisions**

**8.1 Check "None" or List Nonstandard Plan Provisions**

- None.** If "None" is checked, the rest of Part 8 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Idaho Form Chapter 13 Plan or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective unless noted in this Part 8.

The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3.

**Part 9:**

**Signatures**

**9.1 Signatures of Debtor(s) and Debtor(s)' Attorney**

X

\_\_\_\_\_  
Signature of Debtor 1

Date \_\_\_\_\_

X

\_\_\_\_\_  
Signature of Debtor 2

Date \_\_\_\_\_

X

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

Date \_\_\_\_\_

**By filing this document, the Debtor(s), if not represented by an attorney, or debtor(s) attorney also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in Idaho Form Chapter 13 Plan, other than any nonstandard provisions included in Part 8.**

Clear/Reset Form

[Attorney name  
Contact information]

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF IDAHO

In re:

\_\_\_\_\_

\_\_\_\_\_,

Debtor.

Case No. \_\_\_\_-\_\_\_\_-\_\_\_\_

Chapter 11  
(Subchapter V)

**SUBCHAPTER V DEBTOR'S PLAN OF REORGANIZATION  
[OR LIQUIDATION]**

This Plan of Reorganization [or Liquidation] is presented to you to inform you of the proposed Plan for restructuring the debt [or liquidating the assets] of [Debtor], and to seek your vote to accept this Plan. 11 USC § 1190.

You are encouraged to carefully review the full text of this document, including all exhibits and attachments, before deciding how to vote on this Plan. To assist you in your review, please note that a list of definitions appears at the end of this document.

**IN ADDITION TO CASTING YOUR VOTE TO ACCEPT OR REJECT THIS PLAN, YOU MAY OBJECT TO CONFIRMATION OF THIS PLAN BY FILING AN OBJECTION WITH THE BANKRUPTCY COURT. IF YOU WISH TO OBJECT TO CONFIRMATION OF THIS PLAN, YOU MUST DO SO BY [OBJECTION DATE/TIME].**

**YOUR BALLOT STATING HOW YOU ARE VOTING ON THIS PLAN MUST BE RETURNED BY [DEADLINE]. THE BALLOT MUST BE MAILED TO THE FOLLOWING ADDRESS: [DEBTOR'S COUNSEL'S ADDRESS].**

**A HEARING ON THE CONFIRMATION OF THIS PLAN IS SCHEDULED FOR [HEARING DATE/TIME] IN COURTROOM NO. \_\_\_\_ AT THE [INSERT COURTHOUSE NAME AND FULL ADDRESS].**

Your rights may be affected by this Plan. You should consider discussing this document with an attorney.

**ARTICLE 1**  
**BUSINESS OPERATIONS OF THE DEBTOR**

**1.1 Nature of the Debtor's Business**

[Describe the Debtor's business, including the legal structure and ownership here. If the Debtor is an individual or individuals, please indicate the same here.]

**1.2 History of Business Operations of the Debtor**

[Describe a brief history of the business operations of the Debtor.]

**1.3 Events Leading to the Filing of the Bankruptcy Case**

[Describe what problems compelled the filing of the Chapter 11 petition and, if applicable, how the Debtor has cured those problems for its successful rehabilitation.]

**1.4 Filed Monthly Operating Reports**

The Debtor has filed monthly operating reports that detail the revenue, expenses, and other financial events during the course of the case. These reports are available for review by contacting Debtor's counsel or by online access through PACER.

**1.5 Unusual or Significant Events During the Bankruptcy Case**

[Describe unusual or significant events during the Debtor's bankruptcy case, which may include:

- Any asset sales outside the ordinary course of business, debtor-in- possession financing, or cash collateral orders.
- The identity of professionals approved by the Bankruptcy Court.
- Any adversary proceedings that have been filed or other significant litigation that has occurred (including contested claim disallowance proceedings), and any other significant legal or administrative proceedings that are pending or have been pending during the case in a forum other than the Bankruptcy Court.
- Any steps taken to improve operations and profitability of the Debtor.
- Other events as appropriate.]

**ARTICLE 2**  
**TREATMENT OF CLAIMS, LIENS AND INTERESTS UNDER THE PLAN**

The Debtor’s Plan describes how its Creditors will be paid.

As required by the Bankruptcy Code under § 1123(a)(1), this Plan places Claims and Equity Interests in various classes and describes the treatment each class will receive. This Plan also states whether each class of Claims or Equity Interests is impaired or unimpaired. If this Plan is confirmed, each Creditor’s recovery is limited to the amount provided in this Plan.

Only Creditors in classes that are impaired may vote on whether to accept or reject this Plan, and only Creditors holding Allowed Claims may vote. A class that is not impaired is deemed to accept this Plan.

**2.1 Unclassified Claims**

Certain types of Claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such Claims do not vote on this Plan. They may, however, object if, in their view, their treatment under this Plan does not comply with that required by the Code. As such, this Plan does not place the following Claims in any class:

**A. Administrative Expenses**

Except as otherwise provided under the Plan, each holder of an Administrative Expense claim allowed under § 503 of the Code will be paid in full on the Effective Date of the Plan, in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor or as approved by the Court. If an Administrative Expense is disputed, payment will be made after the Court resolves the dispute and determines the amount of the allowed Administrative Expense. In the event this Plan is confirmed under §1191(b), the Plan may provide for payment of claims specified in paragraph (2) or (3) of 11 U.S.C. §507(a) through the Plan, rather than paid in full on the Effective Date of the Plan. **You should examine the proposed treatment of your claim carefully.**

The following chart lists the Debtor’s estimated Administrative Expenses and their proposed treatment under this Plan:

<b>Type</b>	<b>Estimated Amount Owed</b>	<b>Proposed Treatment</b>
Professional fees, as approved by the Bankruptcy Court		After Bankruptcy Court approval, Payment through this Plan as follows: _____
Other Administrative Expenses (please describe)		Payment through this Plan as follows: _____

Trustee		Upon application under § 330 and after Bankruptcy Court approval, payment through this Plan as follows: _____
TOTAL		

**B. Priority Tax Claims**

Each holder of a Priority Tax Claim pursuant to § 507(a)(8) will be paid as set forth in the chart below:

<b>Name of Taxing Authority and Type of Tax</b>	<b>Estimated Amount Owed</b>	<b>Date of Assessment</b>	<b>Treatment</b>
			Pmt Interval = [Monthly] payment = Begin Date = End Date = Interest Rate % = Total Payment = \$
			Pmt Interval = [Monthly] payment = Begin Date = End Date = Interest Rate % = Total Payment = \$

**2.2 Classes of Claims and Equity Interests**

The following are the classes set forth in this Plan and the proposed treatment they will receive under this Plan:

**A. Classes of Secured Claims**

The following chart lists all classes containing the Debtor’s secured prepetition Claims and their proposed treatment under this Plan:

**[Drafting Tip:** The below chart is useful for certain secured claims (e.g. an auto loan). However, where the secured claims require a more detailed description and/or additional treatment terms, use a narrative description of the classes and their treatment instead of the chart.]

Class #	Description	Insider? (Yes or No)	Impairment	Treatment
	<i>Secured claim of:</i> Name = _____  Collateral description = _____  Allowed Secured Amount = \$ _____  Priority of lien = _____  Principal owed = \$ _____  Pre-pet. arrearage = \$ _____  Total claim = \$ _____		[State whether impaired or unimpaired]	[Monthly Pmt.] = _____  Pmts Begin = _____  Pmts End = _____  [Balloon Pmt] = _____  Interest rate % = _____  Treatment of Lien [including whether claim is being treated under §1190(3)] = _____  [Additional payment required to cure defaults] = _____  Deficiency in the amount of \$ _____ to be classified and treated as a general unsecured Claim

**2.2.A.1**      Waiver of Secured Status and Lien Rights by Claimants. In the event any of the claimants listed or scheduled as secured file a proof of claim stating that no part of the claim is secured, then the claim shall be deemed entirely unsecured and treated as such pursuant to this Plan.

**2.2.A.2**      Proof of Claim Controls Over Amount Scheduled by Debtor(s). The amount listed on a timely filed proof of claim (subject to allowance of the claim) shall control over any contrary amount listed in the Debtor's schedules and deemed filed pursuant to 11 U.S.C. § 1111(a).

**B. Classes of Priority Unsecured Claims**

The following chart lists all classes containing Claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code and their proposed treatment under this Plan:

<b>Class #</b>	<b>Description</b>	<b>Impairment</b>	<b>Treatment</b>
	Priority unsecured claim pursuant to Section [insert] Total amt of claims = \$	[State whether impaired or unimpaired]	
	Priority unsecured claim pursuant to Section [insert] Total amt of claims = \$	[State whether impaired or unimpaired]	

**C. Class[es] of General Unsecured Claims**

The following chart identifies this Plan’s proposed treatment of Class[es] \_\_\_\_\_ through \_\_\_\_\_, which contain general unsecured Claims against the Debtor. 11 USC § 502:

<b>Class #</b>	<b>Description</b>	<b>Impairment</b>	<b>Treatment</b>
	[Administrative Convenience Class]	[State whether impaired or unimpaired]	[Insert proposed treatment, such as “Paid in full in cash on effective date of the Plan or when due under contract or applicable nonbankruptcy law”]
	General Unsecured Class [including the unsecured portion of any claims set forth in Section 2.2.A, above]	[State whether impaired or unimpaired]	Monthly Pmt = Pmts Begin = Pmts End = [Balloon pmt] = Interest rate % from [date] = Estimated = percent of claim paid

**D. Class[es] of Equity Security Holders**

The following chart sets forth this Plan’s proposed treatment of the class[es] of Equity Security Holders: [There may be more than one class of Equity Security Holders in, for example, a partnership case, or a case where the prepetition debtor had issued multiple classes of stock.]

<b>Class #</b>	<b>Description</b>	<b>Impairment</b>	<b>Treatment</b>
	Equity Security Holders	[State whether impaired or unimpaired]	

**2.3 Estimated Number and Amount of Claims Objections**

The Debtor may object to the amount or validity of any Claim within 60 days of the Confirmation Date by filing an objection with the Bankruptcy Court and serving a copy of the objection on the holder of the Claim. The Claim objected to will be treated as a Disputed Claim under this Plan. If and when a Disputed Claim is finally resolved by the allowance of the Claim in whole or in part, the Debtor will pay the Allowed Claim in accordance with this Plan. [Set forth amount and number of Claims in each class that will be objected to.]

Class	Number of Claims Objected To	Amount of Claims Objected To

**2.4 Treatment of Executory Contracts and Unexpired Leases**

Executory Contracts are contracts where significant performance of the contract remains for both the Debtor and another party to the contract. The Debtor has the right to reject, assume (i.e. accept), or assume and assign these types of contracts to another party, subject to the Bankruptcy Court’s approval. The paragraphs below explain the Debtor’s intentions regarding its Executory Contracts (which includes its unexpired leases) and the impact such intentions would have on the other parties to the contracts.

Check all that apply:

Assumption of Executory Contracts.

The Executory Contracts shown on Exhibit \_\_\_ shall be assumed by the Debtor. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Bankruptcy Code, if any. Exhibit \_\_\_ also lists how the Debtor will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of future performance, you must file and serve your objection to the assumption within the deadline for objecting to the confirmation of this Plan, unless the Bankruptcy Court has set an earlier time.

OR

Assumption and Assignment of Executory Contracts and Unexpired Leases.

The Executory Contracts shown on Exhibit \_\_\_ shall be assumed by the Debtor and assigned to the party listed in that Exhibit. Assumption and assignment by the Debtor means that the Debtor will undertake the obligations under such contracts and unexpired leases, will cure

defaults of the type that must be cured under the Bankruptcy Code, if any, and will assign the contract to the party listed.

If you object to the assumption and assignment of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of future performance, you must file and serve your objection to the assumption and assignment within the deadline for objecting to the confirmation of this Plan, unless the Bankruptcy Court has set an earlier time.

AND/OR

Rejection of Executory Contracts and Unexpired Leases.

Rejection means that the Debtor has elected not to continue to perform the obligations under such contracts or leases. If the Debtor has elected to reject a contract or lease, the other party to the contract or lease will be treated as an unsecured Creditor holding a Claim that arose before the bankruptcy was filed.

Except for executory contracts and unexpired leases that have been assumed, and if applicable assigned, before the Effective Date, or that are the subject of a pending motion to assume, and if applicable assign, the Debtor will be conclusively deemed to have rejected all executory contracts and unexpired leases as of the Effective Date. **Any creditors that believe they hold claims with respect to contracts rejected hereunder shall file a proof of claim on or before thirty (30) days after Confirmation of this Plan.** Any such timely filed allowed claims will participate in the distribution for General Unsecured Creditors set out within this Plan. Any Claim based on the rejection of an Executory Contract will be barred if the proof of claim is not timely filed unless the Bankruptcy Court orders otherwise.

## 2.5 Projected Recovery of Avoidable Transfers

*[Drafting Tip: Choose one of three options and delete what is not applicable]*

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

OR

The Debtor estimates that up to \$ \_\_\_\_\_ may be realized from the recovery fraudulent, preferential or other avoidable transfers. While the results of litigation cannot be predicted with certainty and it is possible that other causes of action may be identified, the following is a summary of the preference, fraudulent conveyance and other avoidance actions filed or expected to be filed in this case:

Transaction	Defendant	Amount Claimed

OR

[If the Debtor does not yet know whether it intends to pursue avoidance actions]

The Debtor has not yet completed its investigation with regard to prepetition transactions. The Debtor anticipates completing its investigation by [insert date]. If you received a payment or other transfer of property within 90 days of bankruptcy, the Debtor may seek to avoid such transfer.

## **2.6 Payments**

If this Plan is confirmed under § 1191(a), payments to Creditors provided for in this Plan will be made directly by the Debtor and shall not be paid through the subchapter V Trustee except as otherwise provided in this Plan or in the order confirming this Plan.

If this Plan is confirmed under § 1191(b), payments to creditors under this Plan will be made by [identify Debtor or other individual or entity].

*[Drafting Tip:* Unless you name someone different, name the subchapter V Trustee.]

## **2.7 Means for Implementation of the Plan**

[Describe how this Plan will be implemented, including how this Plan will be funded. For example, if this Plan proposes a sale of the Debtor's assets, describe how the sale will proceed, including anticipated marketing efforts and proposed bidding procedures. Additional provisions, if any, for implementing this Plan can be inserted here, including provisions necessary to comply with Section 1191(c)(3)(B).]

*[Drafting Tip:* If applicable, include the following paragraph]

[As outlined above, the Debtor anticipates all distributions to creditors will be made by the Debtor, with no distributions by the subchapter V Trustee. The Debtor anticipates the compensation for the subchapter V Trustee will be on an hourly basis for his work monitoring this case. In the event the subchapter V Trustee is required to make distributions to creditors, the Debtor anticipates the Trustee will receive a maximum administrative commission for those distributions equivalent to two percent (2%) of the funds received and disbursed after Confirmation, plus additional compensation on an hourly basis for performing other statutory duties related to this case; and that Plan Payments will be made from the Debtor to the Trustee through Electronic Funds Transfers (EFTs) or other medium of efficient monetary transactions from the Debtor to the Trustee, as agreed and arranged between them.]

## **2.8 Post-Confirmation Management**

The Post-Confirmation Officers/Managers of the Debtor and their compensation shall be as follows:

<b>Name</b>	<b>Position</b>	<b>Compensation</b>

**2.9 Tax Consequences of this Plan**

**CREDITORS AND EQUITY INTEREST HOLDERS CONCERNED WITH HOW THIS PLAN MAY AFFECT THEIR TAX LIABILITY SHOULD CONSULT WITH THEIR OWN ACCOUNTANTS, ATTORNEYS, AND/OR ADVISORS.**

**2.10 Projections in Support of Debtor's Ability to Make Payments Under the Proposed Plan**

Debtor has provided projected financial information. Those projections are listed in Exhibit \_\_\_\_.

**ARTICLE 3  
FEASIBILITY OF PLAN**

**3.1 Ability to Initially Fund Plan**

The Debtor believes that the Debtor will have enough cash on hand on the Effective Date of this Plan to pay all the Claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the Effective Date of this Plan, and the sources of that cash, are attached hereto as Exhibit \_\_\_\_.

**3.2 Ability to Make Future Plan Payments And Operate Without Further Reorganization**

The Debtor must submit all or such portion of the future earnings or other future income of the Debtor to the supervision and control of the Trustee as is necessary for the execution of this Plan.

The Debtor has provided projected financial information. Those projections are listed in Exhibit \_\_\_\_ (referenced in § 2.10, above).

The Debtor's financial projections show that the Debtor will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, of \$\_\_\_\_\_. The final Plan payment is expected to be paid on \_\_\_\_\_.

[Summarize the numerical projections and highlight any assumptions that are not in accord with past experience. Explain why such assumptions should now be made.]

**YOU SHOULD CONSULT WITH YOUR ACCOUNTANT OR OTHER FINANCIAL ADVISOR IF YOU HAVE ANY QUESTIONS PERTAINING TO THESE PROJECTIONS.**

**ARTICLE 4  
LIQUIDATION ANALYSIS**

To confirm this Plan, the Bankruptcy Court must find that all Creditors and Equity Interest holders who do not accept this Plan will receive at least as much under this Plan as such Claimants and Equity Interest holders would receive in a Chapter 7 liquidation. 11 USC § 1190(B). A liquidation analysis is attached hereto as Exhibit \_\_\_\_\_.

**ARTICLE 5  
DISCHARGE**

*[Drafting Tip: Choose either Option 1 or Option 2 and delete what is not applicable]*

*[Option 1 – Discharge – If § 1141(d)(3) is not applicable]*

**If this Plan is confirmed under § 1191(a)**, on the Confirmation Date of this Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the Effective Date, to the extent specified in § 1141(d) of the Bankruptcy Code; or

**If this Plan is confirmed under § 1191(b)**, as soon as practicable after completion by the Debtor of all payments due under this Plan, unless the court approves a written waiver of discharge executed by the Debtor after the order for relief under this chapter, the court shall grant the Debtor a discharge of all debts provided in section 1141(d)(1)(A) of this title, and all other debts allowed under section 503 of the Bankruptcy Code and provided for in this Plan, except any debt—

- (1) on which the last payment is due after the first 3 years of this Plan, or such other time not to exceed 5 years fixed by the court; or
- (2) if applicable, of the kind specified in section 523(a) of the Bankruptcy Code.

*[Option 2 – No Discharge – If § 1141(d)(3) is applicable]*

In accordance with § 1141(d)(3) of the Bankruptcy Code, the Debtor will not receive any discharge of debt in this bankruptcy case.

*[Drafting Tip: If the Debtor is not entitled to discharge under 11 U.S.C. § 1141(d)(3), change the heading for Article 5 to “NO DISCHARGE OF DEBTOR”]*

**ARTICLE 6  
GENERAL PROVISIONS**

**6.1 Title to Assets**

If a plan is confirmed under § 1191(a), except as otherwise provided in this Plan or in the order confirming this Plan, (i) confirmation of this Plan vests all of the property of the estate in the Debtor, and (ii) after confirmation of this Plan, the property dealt with by this Plan is free and clear of all Claims and Equity Interests of Creditors, Equity Security Holders, and of general partners in the Debtor.

If a plan is confirmed under § 1191(b), property of the estate includes, in addition to the property specified in § 541, all property of the kind specified in that section that the Debtor acquires, as well as earnings from services performed by the Debtor, after the date of commencement of the case but before the case is closed, dismissed, or converted to a case under chapter 7, 12, or 13 of the Bankruptcy Code, whichever occurs first. Except as provided in § 1185 of the Bankruptcy Code, this Plan, or the order confirming this Plan, the Debtor shall remain in possession of all property of the estate.

## **6.2 Binding Effect**

**IF THIS PLAN IS CONFIRMED, THE PROVISIONS OF THIS PLAN WILL BIND THE DEBTOR AND ALL CREDITORS, WHETHER OR NOT THEY ACCEPT THIS PLAN. THE RIGHTS AND OBLIGATIONS OF ANY ENTITY NAMED OR REFERRED TO IN THIS PLAN WILL BE BINDING UPON, AND WILL INURE TO THE BENEFIT OF, THE SUCCESSORS OR ASSIGNS OF SUCH ENTITY.**

## **6.3 Release of Claims**

The consideration to be distributed under the Plan shall be in exchange for, and in complete satisfaction and release of, all claims against the Debtor or any of its assets or properties, including without limitation any claim accruing after the Petition Date and prior to the Effective Date.

## **6.4 Permanent Injunction**

Except as otherwise expressly provided in, or permitted under, this Plan, the Confirmation order shall provide, among other things, that all claimants and persons who have held, hold or may hold claims that existed prior to the Effective Date, are permanently enjoined on and after the Effective Date against the: (i) commencement or continuation of any judicial, administrative, or other action or proceeding against the Debtor on account of claims against the Debtor, or on account of claims released by this Plan; (ii) enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or order against the Debtor or any property; or (iii) creation, perfection or enforcement of any encumbrance of any kind against the Debtor arising from a claim. This provision does not enjoin the prosecution of any claims that arise on or after the Effective Date nor does it enjoin the determination in the Bankruptcy Court of the amount of any claims that arose prior to the Effective Date. Claimants and parties asserting entitlement to payment of administrative claims incurred prior to the date of Confirmation shall be permanently enjoined from asserting any Claim against the Debtor or their retained assets based upon any act or omission, transaction or other activity that occurred prior to the Confirmation date, except as otherwise provided in the Plan, whether or not a proof of claim or interest was filed and whether or not such claim or interest is allowed under Section 502 of the Code.

## **6.5 Severability**

If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

## **6.6 Retention of Jurisdiction by the Bankruptcy Court**

The Bankruptcy Court shall retain jurisdiction of this case with regard to the following matters: (i) to make such orders as are necessary or appropriate to implement the provisions of this Plan and to resolve any disputes arising from implementation of this Plan; (ii) to rule on any modification of this Plan proposed under section 1193; (iii) to hear and allow all applications for compensation to professionals and other Administrative Expenses; (iv) to resolve all issues regarding Claims objections, and issues arising from the assumption/rejection of executory contracts or unexpired leases, and (v) to adjudicate any cause of action which may exist in favor of the Debtor, including preference and fraudulent transfer causes of action.

## **6.7 Captions**

The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

## **6.8 Modification of Plan**

The Debtor may modify this Plan at any time before confirmation of this Plan pursuant to § 1193(a). However, the Bankruptcy Court may require additional items including new votes on this Plan.

If this Plan is confirmed under Section 1191(a), the Debtor may also seek to modify this Plan at any time after confirmation only if (1) this Plan has not been substantially consummated *and* (2) the Bankruptcy Court authorizes the proposed modifications after notice and a hearing.

If this Plan is confirmed under Section 1191(b), the Debtor may seek to modify this Plan at any time only if (1) it is within 3 years of the Confirmation Date, or such longer time not to exceed 5 years, as fixed by the court *and* (2) the Bankruptcy Court authorizes the proposed modifications after notice and a hearing.

## **6.9 Final Decree**

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Debtor, or such other party as the Bankruptcy Court shall designate in the Plan Confirmation Order, shall file a motion with the Bankruptcy Court to obtain a final decree to close the case. Alternatively, the Bankruptcy Court may enter such a final decree on its own motion.

## **6.10 Professional Fees after Confirmation**

In the period after the date of Confirmation, but before closing of the case, the Reorganized Debtor may continue to avail itself of the services of professional persons whose employment was approved at or prior to the date of Confirmation in completing administration of the case and in the consummation and performance of the Plan and, if necessary, employ additional professional persons to render services in and in connection with the case. With respect to services rendered and expenses incurred in or in connection with the case by any professional person during such period, the professional person may render periodic billing thereafter to the disbursing agent

identified in §2.6 above, who shall promptly pay the same, but each such payment shall be subject to review and approval by the Court as to the reasonableness thereof, as set forth herein. In any *Motion for Final Decree*, the Reorganized Debtor shall detail all amounts paid during such period to professional persons as compensation for services rendered or reimbursement of expenses incurred, with respect to which no prior application for allowance thereof has been made to the Court. At any hearing upon the Reorganized Debtor's *Motion for Final Decree*, the Court shall consider and determine whether or not such payments shall be approved as reasonable.

#### **6.11 Closing of the Case**

After the Effective Date, upon the payment of all outstanding administrative claims and the commencement of payments to priority creditors and secured claimants, the Reorganized Debtor will seek an Order closing the case through the filing of a final accounting and a motion for a final decree as required under Bankruptcy Rule 3022.

#### **6.12 Continued Execution of the Plan after Closing**

After closing of the case, the Reorganized Debtor shall remit all Plan Payments to the appropriate holders of allowed claims provided for in the Plan. Upon all payments having been distributed, the Reorganized Debtor shall be authorized to reopen the case, satisfy any additional requirements under the Code and receive a discharge.

#### **6.13 Professional Fees after Closing**

After closing of the case, the Reorganized Debtor may continue to avail itself to the services of professional persons whose employment was approved at or prior to closing of the case in performance of the Plan. In the event such professional services are rendered, or expenses are incurred by any professional person therewith, an itemized bill shall be furnished by such professional person to the Reorganized Debtor, who shall promptly pay the same, subject to any objection being raised by the Reorganized Debtor, or the Trustee, in the event the Trustee remains in place to receive and distribute funds under the Plan. Pursuant to Section 8.06(j) of this Plan, the Court will retain jurisdiction to review the reasonableness of each such payment in the event of such an objection or dispute.

[Insert other provisions, as applicable]

### **ARTICLE 7 DEFINITIONS**

[Insert/omit definitions as appropriate]

**7.1** The definitions and rules of construction set forth in §§ 101 and 102 of the Bankruptcy Code shall apply when terms defined or construed in the Code are used in this Plan. Any definitions that follow that are found in the Code are for convenience of reference only, and are superseded by the definitions found in the Code.

- 7.2 Administrative Claimant:** Any person entitled to payment of an Administration Expense.
- 7.3 Administrative Convenience Class:** A class consisting of every unsecured claim that is less than or reduced to an amount that the Bankruptcy Court approves as reasonable and necessary for administrative convenience pursuant to § 1122(b).
- 7.4 Administrative Expense:** Any cost or expense of administration of the Chapter 11 case entitled to priority under § 507(a)(2) of the Code and allowed under § 503(b) of the Code, including without limitation, any actual and necessary expenses of preserving the Debtor's estate, any actual and necessary expenses incurred following the filing of the bankruptcy petition by the Debtor-in-Possession, allowances of compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under the Bankruptcy Code, the allowed claim of the Trustee for fees and/or reimbursements, and any fees or charges assessed against any of the Debtor's estates under Chapter 123, Title 28, United States Code.
- 7.5 Administrative Tax Claim:** Any tax incurred pursuant to § 503(b)(1)(B) of the Code.
- 7.6 Allowed Claim:** Any claim against the Debtor pursuant to § 502 of the Code to the extent that: (a) a Proof of Claim was either timely filed or was filed late with leave of the Bankruptcy Court or without objection by the Debtor, and (b) as to which either (i) a party in interest, including the Debtor, does not timely file an objection, or (ii) is allowed by a Final Order.
- 7.7 Allowed Priority Tax Claim:** A Priority Tax Claim to the extent that it is or has become an Allowed Claim, which in any event shall be reduced by the amount of any offsets, credits, or refunds to which the Debtor or Debtor-in-Possession shall be entitled on the Confirmation Date.
- 7.8 Allowed Secured Claim:** Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code.
- 7.9 Allowed Unsecured Claim:** An Unsecured Claim to the extent it is, or has become, an Allowed Claim, which in any event shall be reduced by the amount of any offsets, credits, or refunds to which the Debtor or Debtor-in-Possession shall be entitled on the Confirmation Date.
- 7.10 Bankruptcy Code or "Code":** The Bankruptcy Reform Act of 1978, as amended and codified as Title 11, United States Code.
- 7.11 Bankruptcy Court:** The United States Bankruptcy Court for the District of Idaho.
- 7.12 Bankruptcy Rules:** The Federal Rules of Bankruptcy Procedure.

- 7.13 Chapter 11 Case:** This case under chapter 11 of the Bankruptcy Code in which [DEBTOR] is the Debtor-in-Possession.
- 7.14 Claim:** Any “right to payment from the Debtor whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or any right to an equitable remedy for future performance if such breach gives rise to a right of payment from the Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, disputed, undisputed, secured or unsecured.” 11 U.S.C. § 101(5).
- 7.15 Class:** A category of holders of claims or interests which are substantially similar to the other claims or interests in such class.
- 7.16 Confirmation:** The entry by the Bankruptcy Court of an order confirming this Plan.
- 7.17 Confirmation Date:** The Date upon which the Bankruptcy Court shall enter the Confirmation Order; provided however, that if on motion the Confirmation Order or consummation of this Plan is stayed pending appeal, then the Confirmation Date shall be the entry of the Final Order vacating such stay or the date on which such stay expires and is no longer in effect.
- 7.18 Confirmation Hearing:** The hearing to be held on \_\_\_\_\_, 20\_\_\_\_ to consider confirmation of this Plan.
- 7.19 Confirmation Order:** An order of the Bankruptcy Court or any amendment thereto confirming this Plan in accordance with the provisions of chapter 11 of the Bankruptcy Code.
- 7.20 Creditor:** Any person who has a Claim against the Debtor that arose on or before the Petition Date.
- 7.21 Debtor and Debtor-in-Possession:** [Debtor], the debtor-in-possession in this Chapter 11 Case.
- 7.22 Disputed Claim:** Any claim against the Debtor pursuant to § 502 of the Code that the Debtor has in any way objected to, challenged or otherwise disputed.
- 7.23 Distributions:** The property required by this Plan to be distributed to the holders of Allowed Claims.
- 7.24 Effective Date:** shall mean the later of (i) the fourteenth calendar day of the first full month following entry of the Confirmation Order, or (ii) the first business day after an appeal of the Confirmation Order has become final and unappealable. However, the Debtor may at any time designate an earlier Effective Date by filing written notice thereof with the Court and serving such notice on all creditors and parties in interest.

- 7.25 Equity Security Holder:** A person or entity that has an ownership interest in the Debtor.
- 7.26 Executory Contracts:** All unexpired leases and executory contracts as described in Section 365 of the Bankruptcy Code.
- 7.27 Final Order:** An order or judgment of the Bankruptcy Court that has not been reversed, stayed, modified or amended and as to which (a) any appeal that has been taken has been finally determined or dismissed, or (b) the time for appeal has expired and no notice of appeal has been filed.
- 7.28 IRC:** The Internal Revenue Code
- 7.29 Petition Date:** [DATE], the date the chapter 11 petition for relief was filed.
- 7.30 Plan:** This Plan, either in its present form or as it may be altered, amended, or modified from time to time.
- 7.31 Priority Tax Claim:** Any Claim entitled to priority in payment under Section 507(a)(8) of the Bankruptcy Code.
- 7.32 Reorganized Debtor:** The Debtor after the Effective Date.
- 7.33 Schedules:** Schedules and Statement of Financial Affairs, as amended, filed by the Debtor with the Bankruptcy Court listing liabilities and assets.
- 7.34 Secured Creditor:** Any creditor that holds a Claim that is secured by property of the Debtor.
- 7.35 Trustee:** [NAME], the trustee appointed pursuant to 11 U.S.C. § 1183(a) and whose duties are prescribed under 11 U.S.C. § 1183(b), this Plan, or the order confirming this Plan.
- 7.36 Unsecured Creditor:** Any Creditor that holds a Claim in the Chapter 11 case which is not a secured Claim.

[DATE]

By: \_\_\_\_\_  
[DEBTOR]

[DATE]

By: \_\_\_\_\_  
[COUNSEL FOR DEBTOR]

[Example]

**EXHIBIT \_\_\_ – Cash on hand on the Effective Date**

Cash on hand on the Effective Date:	\$ ____
Less –	
Amount of Administrative Expenses payable on effective date of Plan	\$ ____
Amount of statutory costs and charges	\$ ____
Amount of cure payments for executory contracts	\$ ____
Other Plan Payments due on Effective Date	\$ ____
Balance after paying these amounts	\$ ____

The sources of the cash the Debtor will have on hand by the Effective Date are estimated as follows:

\$ ____	Cash in the Debtor’s bank account now
+ ____	Additional cash Debtor will accumulate from net earnings between now and Effective Date [state the basis for such projections]
+ ____	Borrowing [state separately terms of repayment]
+ ____	Capital Contributions
+ ____	Other
\$ ____	Total [This number should match “cash on hand” figure noted above]

