

**UNITED STATES BANKRUPTCY COURT  
FOR THE  
WESTERN DISTRICT OF MICHIGAN**



**LOCAL BANKRUPTCY RULES**

, ~~2018~~2019

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# LOCAL BANKRUPTCY RULES

## UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF MICHIGAN

EFFECTIVE: , ~~2018~~2019

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### LBR 1001: Scope, Citation, and Definitions

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(a) **Scope**. These Local Bankruptcy Rules are promulgated pursuant to Fed. R. Bankr. P. 9029 to supplement the Federal Rules of Bankruptcy Procedure.

(b) **Citation**. These Local Bankruptcy Rules may be cited by number using the format “LBR [#].”

#### (c) **Definitions**.

(1) “Clerk” means the Clerk of the United States Bankruptcy Court for the Western District of Michigan or a designated Deputy Clerk.

(2) “CM/ECF” means the Case Management/Electronic Case Filing System.

(3) “Court” means the United States Bankruptcy Court for the Western District of Michigan and includes any judicial officer before whom a case or proceeding is pending.

(4) “Code” means the United States Bankruptcy Code, Title 11 of the United States Code.

(5) “Domestic Support Obligation” has the same meaning as prescribed in the Code.

(6) “ECF Filer” means a person registered to file a document using CM/ECF.

(7) “Over the counter” or “conventional” with respect to the filing of any document with the Court means delivery of that document to the Court by any method other than electronic transmission using CM/ECF.

(8) “Paper” or “Papers” as applied to cases and proceedings assigned to CM/ECF includes documents in electronic format presented for filing unless the context clearly indicates otherwise.

(9) “Paper Filer” means a person authorized to file a document “over the counter” without using CM/ECF.

(10) “Payment Advices” has the same meaning as prescribed in the Code.

(11) “Practice in the Court” means, in connection with a case or proceeding pending in this Court, (A) to appear in, commence, conduct, prosecute, or defend a matter in that case or proceeding; (B) to appear in open court; (C) to sign a document; (D) to participate in a pretrial conference; (E) to represent a client at a deposition; (F) to counsel a client in the action or proceeding for compensation; or (G) to otherwise practice in this Court or before an officer of this Court.

(12) “Scanned Image” includes any electronically-generated graphic depiction of any original or duplicate document stored in electronic format and compatible with CM/ECF, unless the context requires otherwise.

(d) **Application of Local Bankruptcy Rules**— These Rules apply to all cases and proceedings except to the extent that they are inconsistent with the Code, the Federal Rules of Bankruptcy Procedure, or any rule promulgated by the Judicial Conference of the United States.

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(e) **Use of Forms**— Whenever the use of an Official Form is required under these Rules, Fed. R. Bankr. P. 9009 applies. Whenever the use of a Local Form is required under these Rules, LBR 9029(d) applies.

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**(f) Statutory References.** Unless otherwise stated, citations in these Rules to any statutory section using the “§” symbol shall refer to Title 11 of the United States Code.

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## **LBR 1002: Disclosure of Nonfiling Spouse and Contributions to Household Expenses**

In Schedule I, a married debtor must disclose the full legal name, address, and income of a nonfiling spouse unless the spouses are separated and the information is not available. An individual debtor is not required to disclose a nonspouse ~~cohabitant's~~ ~~cohabitant's~~ income on Schedule I, but must include the nonspouse cohabitant's contributions to ~~household~~ ~~household~~ expenses as income to the debtor.

## **LBR 1004: Partnership Petition**

When a voluntary petition is filed by a partnership, evidence of the consent of all general partners must be attached to the petition. ~~If~~ a written partnership agreement permits less than unanimous consent for the filing of a voluntary bankruptcy petition, a declaration to that effect must be attached to the petition.

## **LBR 1006: Filing Fee**

The Clerk may approve an application by an individual to pay the filing fee in installments.

## **LBR 1007-1: Paper Filers**

(a) ~~No Copies Required~~— When filing an original document or amendment, a Paper Filer is not required to provide the Clerk with extra copies unless a time-stamped copy is desired.

(b) ~~Time-Stamped Copies~~— The Clerk will time stamp any copy provided by a Paper Filer and, if the document is filed by mail, return the copy by mail as long as a self-addressed envelope with sufficient postage has also been provided.

## **LBR 1007-2: Additional Required Documents**

(a) ~~Corporate Resolution~~— When filing a bankruptcy petition, a corporate debtor must file a copy of the corporate resolution that authorizes such filing.

(b) ~~Schedule C in a Joint Case~~. Each individual in a joint case must file a separate Schedule C.

(c) ~~Mailing Matrix~~—

(1) ~~Paper Filers~~— A debtor who is a Paper Filer must file a mailing matrix with the petition that conforms to the matrix guidelines published by the Clerk. (Instructions for the preparation of matrices are appended to these Rules as Exhibit 1.)

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(2) **ECF Filers**— ECF Filers must upload a mailing matrix in accordance with established procedures for submission into CM/ECF.

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(3) **Verification of Creditor Matrix**— The debtor must file a Verification of Creditor Matrix along with a copy of the matrix. (A Verification of Creditor Matrix form is appended to these Rules as Exhibit 2.)

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(d) **Asset Protection Report**—

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(1) **With Original Petition**— A Chapter 7 debtor must file an asset protection report with the original petition.

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(2) **On Conversion**— Any debtor who converts a case from Chapter 11, 12, or 13 to Chapter 7 must file an asset protection report with the motion to convert. If the conversion is involuntary, the debtor must file the asset protection report within 7 days after entry of the order for conversion.

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(3) **Failure to Comply**— Failure to comply with this Rule may result in the dismissal of the case or other appropriate relief as determined by the Court.

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(4) **Form**— Copies of the approved Asset Protection Report form may be obtained from the Clerk or via the Court's website at [www.miwb.uscourts.gov](http://www.miwb.uscourts.gov). (A copy of the Asset Protection Report form is also appended to these Rules as Exhibit 3.)

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(e) **Documentation Required by Trustees**— In every individual chapter 7 and 13 case, the debtor must submit the following documents to the trustee at least 7 days before the date first set for the meeting of creditors. The trustee may adjourn the meeting of creditors or file a motion to dismiss if the documents are not provided by the required deadline.

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(1) Copies of all payment advices or other evidence of payment received by the debtor from any employer within 60 days of the date of filing. This documentation must be provided to the trustee instead of being filed -as prescribed by ~~11 U.S.C.~~ § 521(a)(1)(B)(iv);

(2) Copies of the federal and state income-tax returns, together with all W-2s, for the most recent tax year ending immediately before the commencement of the case, or a debtor's certification explaining why those tax returns are not available. This ~~documentation~~documentation must be provided to the trustee instead of being filed -as prescribed by ~~11 U.S.C.~~ § 521(e)(2);

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(3) For each financial account held by the debtor, copies of account statements or ~~transaction~~transaction histories that reflect the account's activity for the 90 days immediately preceding the commencement of the case;

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(4) Copies of all certificates of title issued with respect to personal property owned by the debtor as of the commencement of the case;

(5) Copies of all recorded deeds and mortgages (if any) and the current year's SEV for all real property in which the debtor holds an interest as of the commencement of the case;

(6) The declarations pages of all insurance policies that provide coverage for any real or personal property owned by the debtor as of the commencement of the case;

(7) An account statement showing the current value of all IRAs, 401(k)s, pensions, or similar retirement or investment accounts held by the debtor as of the commencement of the case;

(8) If the debtor has been divorced within the last 10 years, a complete copy of the judgment of divorce and all related agreements; and

(9) If the debtor is required to pay a Domestic Support Obligation, written documentation showing:

(A) the name, address, and telephone number of the Domestic Support Obligation recipient; and

(B) the name, address, and telephone number of any Friend of the Court or similar out-of-state agency; and the case or account number used by the agency in the Domestic Support Obligation matter.

The foregoing list is not exclusive and the trustee may require the debtor to provide additional documentation. Similarly, a debtor's compliance with this Rule does not excuse the debtor from his or her obligation to continue cooperating with the trustee as required by ~~11~~ U.S.C. § 521(a)(3).

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(f) **Creditor Request for Payment Advices**

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(1) **Timely Request**— In addition to the requirements of (f)(1) above, the debtor must submit payment advices directly to any creditor who timely requests a copy. A creditor makes a timely request for payment advices if the request is filed and served on the debtor and any attorney for the debtor by U.S. mail or CM/ECF no later than 14 days before the date first set for the meeting of creditors.

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(2) **Form of Request**— A creditor's request for payment advices must be made in a separate document captioned "Request for Debtor's Pay Advices" or a ~~substantially~~ substantially similar designation and must contain:

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(A) the name; address; and telephone number, facsimile number, or email address of the requesting creditor; and

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(B) the name; address; and telephone number, facsimile number, or email address of any attorney representing the creditor.

(3) ***Compliance with Creditor's Request***— Transmitting payment advices to the designated facsimile number or email address contained in the request or mailing payment advices via U.S. Mail to the mailing address of the creditor or its attorney constitutes compliance with the creditor's request. The debtor must contemporaneously file a proof of service indicating that the required payment advices were provided.

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(g) ***Creditor's Request for Pre-Petition Tax Information***—

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(1) ***Timely Request***— In addition to the requirements of (f)(2) above, the debtor must submit pre-petition tax information directly to any creditor who timely requests a copy pursuant to ~~11 U.S.C.~~ § 521(e)(2). A creditor makes a timely request for pre-petition tax information if the request is filed and served on the debtor and any attorney for the debtor by U.S. mail or CM/ECF no later than 14 days before the date first set for the meeting of creditors.

(2) ***Form of Request***— A creditor's request for tax information must be made in a separate document captioned "Request for Debtor's Tax Return Information" or a ~~substantially~~ **substantially** similar designation and must contain:

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(A) the name; address; and telephone number, facsimile number, or email address of the requesting creditor; and

(B) the name; address; and telephone number, facsimile number, or email address of any attorney representing the creditor.

(3) ***Compliance with Creditor's Request***— Transmitting tax information to the designated facsimile number or email address contained in the request or mailing tax information via U.S. Mail to the mailing address of the creditor or its attorney constitutes compliance with the creditor's request. The debtor must also contemporaneously file a proof of service indicating that the required tax returns or transcripts were provided.

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(h) ***Debtor's Post-Petition Tax Information***—

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(1) ***Information Required***— On the timely request of the United States Trustee or a party in interest pursuant to ~~11 U.S.C.~~ §§ 521(f), the debtor must furnish the following tax information at the same time it is filed with the taxing authority:

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(A) tax transcripts or returns filed for each post-petition year the bankruptcy case remains open;

(B) tax transcripts or returns for any year ending within the 3-year period before the commencement of the case that are filed post-petition while the bankruptcy case remains open; and

(C) a copy of any amended tax transcript or return filed while the bankruptcy case remains open.

(2) ***Form of Request***— If the United States Trustee or a party in interest desires to receive a copy of the debtor’s post-petition tax information, it must file a “Motion for Order Requiring Debtor to Provide Tax Return Information” or a motion with a substantially similar designation. The motion must contain (A) a citation to the applicable Code section; (B) the name; address; and telephone number, facsimile number, or email address of the party filing the motion and of any attorney representing that party; and (C) a request for relief.

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(3) ***Court Order Requiring Production***— On receipt of a motion requesting the debtor’s post-petition tax information, the Court may (A) set the matter for hearing with notice to the moving party, any attorney for the moving party, the debtor, and any attorney for the debtor; or (B) issue an appropriate order without a hearing. If the Court enters an order requiring the debtor to produce post-petition tax information, the debtor must furnish the information according to the terms and procedures specified in the order. The debtor must also contemporaneously file a proof of service indicating that the required tax returns or transcripts were provided.

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(i) ***Further Discovery***— Nothing in this Rule precludes the discovery of other information or documents pursuant to the Code or the Federal Rules of Bankruptcy Procedure.

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## **LBR 1009: Amendments to Petitions, Lists, Schedules, and Statements**

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(a) ***General Procedure***— When filing an amendment to the petition or a list, schedule, or any statement, the debtor must file the entire amended document and highlight the amendment in some fashion. Unless otherwise ordered by the Court, the debtor must sign every amended document. However, the debtor may attach a single signed verification if several documents are contemporaneously amended.

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(b) ***Adding Creditors***— If the amendment adds a creditor or creditors, each new creditor’s name and address must be uploaded into CM/ECF. The debtor must also promptly serve each newly added creditor with a copy of the Notice of Commencement of Case, Notice of Meeting of Creditors, and Fixing of Deadlines.

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(c) ***Service of Amendments***— The debtor must serve the amendment on the trustee and all other entities adversely affected by the amendment, and must promptly file a proof of service showing compliance with Fed. R. Bankr. P. 1009.

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## **LBR 1014: Determination of Place of Holding Court**

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(a) ***Clerk to Determine Location for Hearings***— Unless otherwise ordered by the Court, the Clerk will set the location for all hearings, trials, and other matters based on the county of residence or principal place of business listed on the debtor’s petition.

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(1) For the following counties, the designated location for holding court is Grand Rapids:

Barry	Ionia	Kent	Mecosta	Montcalm
Muskegon	Newaygo	Oceana	Ottawa	

(2) For the following counties, the designated location for holding court is Kalamazoo:

Allegan	Berrien	Branch	St. Joseph	Van Buren
Hillsdale	Cass	Calhoun	Kalamazoo	

(3) For the following counties, the designated location for holding court is Lansing:

Clinton	Eaton	Ingham
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(4) For the following counties, the designated location for holding court is Traverse City:

Antrim	Benzie	Charlevoix	Emmet	Lake
Kalkaska	Leelanau	Grand Traverse	Manistee	Mason
Missaukee	Osceola	Wexford		

(5) For the following counties, the designated location for holding court is Marquette:

All of the counties in the Upper Peninsula of Michigan.

(b) **Change of Location**— The Court may change the location for holding hearings in a bankruptcy case or adversary proceeding if the change is in the interests of justice or convenient to the parties. A debtor, creditor, or other party in interest may request a change in the location for holding hearings by filing a motion with notice to all interested parties pursuant to LBR 9013.

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(c) **Exception in Pro Bono Cases**— Notwithstanding subparagraph (b) of this Rule, an attorney who is affiliated with a pro bono program and who has agreed as part of the program to represent an indigent client before this Court without charge to the client may file a motion and ex parte order transferring the case to the location for holding court which is located nearest the principal office of that attorney. In ruling on the motion, the Court may consider the indigent party's ability to retain representation if the transfer request is denied.

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(1) The Court may issue an order transferring the location for holding court without prior hearing.

(2) The Clerk will serve the order on all interested parties with notice and an opportunity to object. If an objection is filed, a hearing will be scheduled at the designated location where the case would normally be assigned absent a request for redesignation.

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### **LBR 1017: Funds upon Dismissal or Conversion**

\_\_\_\_ Upon dismissal or conversion of a Chapter 12 or Chapter 13 case, the trustee shall be permitted to retain funds received in a case and still on hand at the time of dismissal or conversion until such time that the method of payment cannot reasonably be dishonored by the institution upon which the payment was drawn and/or the payor can no longer recall the funds via not-extraordinary means.

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### **LBR 2002: Noticing**

(a) **General Rule**— The Clerk will serve:

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(1) § 341 meeting notices in Chapter 7, 9, 11, 12 and 13 cases;

(2) notices of the provisions under ~~11 U.S.C.~~ § 522(q)(1) in individual Chapter 7, 11, 12, and 13 cases;

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(3) notices to file Official Form 423 in individual Chapter 7, 11, and 13 cases;

(4) notices of possible dividends and discharges;

(5) notices or orders that are required to be served on all creditors by the United States Trustee, including notices of final accounting and orders of distribution;

(6) notices of sale sent to the Buyers' List maintained by the Clerk; and

(7) notices, orders, or other documents when:

(A) the hearing is expedited and the judicial officer determines that the Clerk is able to serve the parties quicker than the otherwise designated party; or

(B) the party having the burden of service is indigent.

(b) **Other Documents**— Unless the Court orders otherwise, any other document must be served by the party who prepared it or, if prepared by the Court, by the party for whom the document was prepared.

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### **LBR 2003: Information for the Appointment of a Committee**

In all Chapter 11 cases, to the extent the following information is not included on the list of the 20 largest creditors holding unsecured claims that is filed with the petition, debtor's counsel must make a good faith effort to immediately provide to the United States Trustee the

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e-mail address and contact person for each entity listed on the debtor's filing under Fed. R. Bankr. P. 1007(d). If an e-mail address is not available and the following information is not otherwise included on the list of the 20 largest creditors holding unsecured claims that is filed with the petition, debtor's counsel must make a good faith effort to immediately provide to the United States Trustee the name of the contact person, address, telephone number, and facsimile number of each entity listed on the debtor's filing under Fed. R. Bankr. P. 1007(d).

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#### **LBR 2004: Examination of a Party in Interest**

(a) **Prerequisite to Filing Application**— Any entity seeking to examine a party in interest pursuant to Fed. R. Bankr. P. 2004 must first contact the party's attorney (or the party directly if not represented by counsel) to arrange a mutually convenient date, time, and place before filing an application pursuant to that Rule. If an ~~agreement~~agreement is reached, the application must include the agreed-upon date, time, and place of the examination.

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(b) **Filing of Application Without Agreement**— If, after making all reasonable efforts, the applicant is unable to set a mutually acceptable date, time, and place for the examination, the application must include a specific description of the efforts made and the proposed date, time, and place for the examination.

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#### **LBR 2007: Appointment of Patient Care Ombudsman in a Health Care Business Case**

If the debtor in a case under Chapter 7, 9, or 11 is a health care business, the debtor must, at the same time as the petition, file a separate motion to determine whether appointment of a patient care ombudsman is necessary pursuant to ~~11 U.S.C.~~ § 333(a).

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#### **LBR 2014: Appointment of Professional Persons**

(a) **Scope**— This Rule governs all applications for employment of professional persons made in connection with a case.

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(b) **Application and Order of Employment**— A committee in a chapter 11 case, a standing trustee, an appointed trustee, or a debtor-in-possession may file an application for employment of professionals pursuant to Fed. R. Bankr. P. 2014. The application and proposed order must be filed with the Clerk and served electronically on the United States Trustee. A hearing will not be held on the application unless a timely objection is received from the United States Trustee or the Court indicates otherwise.

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(1) **Objection Filed**— The United States Trustee may file an objection to the application within 28 days from the date of entry of the application. The objection must be served on the applicant and any party in interest. If a hearing is scheduled, the Clerk will serve notice of the hearing on the United States Trustee, the applicant, and any other person the Court may direct.

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(2) **No Objection Filed**— If no objection or request for hearing is filed within 28 days after entry of the application, the applicant may file a certification stating that no timely response or request for hearing has been filed. No such certification is required if the United States Trustee has previously filed a Statement of No Objection and served the Statement of No Objection on the applicant.

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(c) **Emergency Applications**— If the applicant requires emergency approval of the application for employment, the United States Trustee may certify on the applicant's proposed order that it has no objection to the application. The Court may immediately enter the certified order unless the Court requires further notice or a hearing.

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### **LBR 2016-1: Disclosure of Compensation Paid or Promised to Attorney or Bankruptcy Petition Preparer**

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(a) **General Rule**— Within 14 days after the order for relief, every debtor's attorney or bankruptcy petition preparer must file a statement disclosing any fee paid or agreed to be paid during the 12 months preceding the order for relief, the source of any such fee paid or promised, and a description of the services included or excluded from that fee. If the debtor is represented by an attorney, the statement must disclose any fee-sharing agreement.

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(b) **Chapter 7**— In Chapter 7 cases only, the statement must be filed as a separate docket entry from the petition and schedules.

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(c) **Supplemental Statement**— In all cases, a supplemental statement must be filed within 14 days of any payment or ~~agreement~~ agreement not previously disclosed.

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(d) **Chapters 12 and 13**— In Chapter 12 and 13 only, no more than 21 days after filing of a Chapter 12 or 13 petition a professional person seeking compensation as an administrative expense must file a copy of the executed fee agreement and serve the trustee and the United States Trustee. The fee agreement must plainly indicate the basis for calculating the fee and the services included in the fee. The agreement must also specifically describe all matters that may require additional compensation and the method by which this additional compensation will be computed. ~~No Chapter 12 or 13 plan will be confirmed unless all relevant fee agreements have been timely filed. Any objection to the fee agreement will be heard at the confirmation or at such other time as the Court may set.~~

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### **LBR 2016-2: Fee Applications Filed Pursuant to Fed. R. Bankr. P. 2016**

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(a) **Scope**— This Rule ~~governs and the Court's Memorandum Regarding Allowance of Compensation and Reimbursement of Expenses for Court-Appointed Professionals, as amended from time to time and posted on the Court's website, govern~~ all applications for compensation or reimbursement filed pursuant to Fed. R. Bankr. P. 2016.

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(b) **Burden of Proof**— A professional person seeking compensation must file an application for fees and reimbursement for expenses before receiving any payment from the

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estate or applying any retainer that is property of the estate. The applicant has the burden of proof.

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(c) **Fee Application Service**—A professional person applying for compensation or reimbursement must file an application and request a hearing or use the notice and opportunity to object procedures as set forth in LBR 9013(c), except that the applicant must then use the Notice to Creditors and Other Parties in Interest form appended ~~as Exhibit 4~~ to these Rules—~~as Exhibit 4A or 4B (depending on applicable chapter).~~

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~~(1)~~ **(1) Applications of \$1,000 or Less**—~~For. Except as provided in LBR 2016-2(d)(4), for~~ fee applications of \$1,000.00 or less, service of the application, notice, supporting documents, and proposed order must be made on the debtor, the trustee, and the United States Trustee. If all such parties entitled to notice agree, then the compensation requested may be approved by stipulation.

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~~(2)~~ **(2) Applications for More than \$1,000**—For applications exceeding \$1,000.00, the application, notice, supporting documents, and proposed order must be served on the debtor, the United States Trustee, the trustee, creditors' committee (if none, on the 20 largest creditors holding unsecured claims), equity security holders' committee, and their attorneys, and the notice must be served on all other interested parties, except as limited by the terms of a confirmed Chapter 13 plan. If a confirmed Chapter 13 plan otherwise limits service and notice, service of the application and service of the Notice shall conform to the terms of the confirmed Chapter 13 plan.

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**(d) Special Rules for Fee Applications in Chapter 13 Cases**

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(1) **"No look" Attorney Fee**—In a Chapter 13 case, the Court may approve compensation of a debtor's attorney up to the "no look" fee without requiring the attorney to file a formal fee application or an itemized statement of services rendered.

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The current "no look" fee is designated by this Court's Memorandum Regarding Allowance of Compensation and Reimbursement of Expenses for Court-Appointed Professionals, as amended from time to time. A copy of the most recent Memorandum is appended to these Rules as Exhibit 5. An attorney requesting a "no look" fee for having received certification, as set forth in item 16 of the Court's Memorandum must first file a certificate in the form appended to these Rules as Exhibit 6. The Clerk will retain these certificates for judicial review.

(2) **Fee Applications Beyond the "No Look" Fee**—The Court will not approve additional fees beyond the "no look" fee unless the attorney files a fee application documenting all services provided from the beginning of the case, including services that were covered by the "no look" fee. The fee application must comply with the requirements set forth in LBR 2016-2(e). The method for computing additional compensation must also comply with the attorney's fee agreement, prevailing local billing practices, and governing case law.

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**(e) Contents of Applications**

**(1) General Requirements**

~~(A) Every fee application must state the petition date, the current chapter, and all dates of conversion.~~

~~(B) The application must also state the amount of any retainer paid, the date of each previous application, the amount of compensation and expenses previously requested, the date of each approval, the amounts approved, and the total amount received to date.~~

(3) *Substitute Counsel.* For counsel who become substitute counsel in a case after compensation has already been paid or awarded to a different attorney or

~~(C)~~ professional person in the case, substitute counsel's application should state the date of retention, the dates of any previous applications submitted by substitute counsel, the amounts of compensation and expenses previously requested by substitute counsel, the date of each approval, and the amounts previously approved to substitute counsel.

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~~(2) **Benefit to the Estate**—The Court will not allow compensation for services that do not benefit the estate (e.g., fees for reading another's work product simply as a matter of interest, for services that mainly benefit the debtor's principals in a case other than one under Chapter 13, or for general research of law well known to practitioners in the area of law involved). The Court will determine whether tasks have been performed within a reasonable number of hours and whether the requested hourly rate is reasonable based on the customary rate charged by experienced practitioners. The reasonableness of the work done and the fee charged may depend on the results attained.~~

~~(3) **Itemization of Services Performed**—An application for compensation must identify each activity by date and the professional who performed the work. It must also include a description of the work performed, its purpose, and the time expended.~~

~~(A) **Detail Required**—Except as protected by applicable and recognized privilege, such as attorney-client privilege:~~

~~(i) time entries for telephone calls must list the person with whom the applicant spoke and give a brief description of the conversation;~~

~~(ii) time entries for correspondence (electronic or otherwise) must state the addressee and give a brief explanation of the contents;~~

~~(iii) time entries involving documents must specify the specific document; and~~

~~(iv) time entries for legal research must describe the matter for which the research was conducted and the actual research conducted.~~

~~(B) **Abbreviations or Initials**—If abbreviations or initials are used in the application, then the application must also include a clear and concise explanation of the abbreviations, initials, or codes used.~~

~~(C) **Time Increments; No Rounding or "Lumping" Allowed**—Each type of service must be listed with a corresponding specific time allotted. The time listed must represent the actual time expended to perform the activity and should be stated in tenths (.10) of an hour. "Rounding up" of time is not permitted. Applicants may not circumvent minimum time requirements or any detail requirement by "lumping" or "bunching" more than one activity into a single entry.~~



~~(D) **Multiple Professionals** — The application must indicate the total hours charged and give a summary of the hours and hourly rate charged by each professional. If more than one professional has charged time for an activity such as intra-office conferences or joint court appearances, the applicant must explain the need for each professional's participation in the activity.~~

~~(E) **Reasonableness of the Rates Charged** — Rates must be commensurate with the level of skill required for a particular task. Professional fees may not be charged for non-professional services such as copying or delivering documents, preparing or filing routine proofs of service, or for trustee duties generally performed without the assistance of an attorney or other professional. When paralegals are utilized to perform legal services for an estate, they may be compensated as paraprofessionals rather than treated as an overhead expense.~~

~~(F) **Reimbursement for Application Fees** — Fees for reasonable and actual time spent by an attorney in preparing and reviewing an application for compensation may also be included.~~

~~(4) **Itemization of Expenses** — An application for reimbursement of expenses must include a description of each expense and its purpose together with the date it was paid. Except as protected by applicable and recognized privilege, or where providing a full description of the information would create a risk to personal safety, requests for mileage must include the date, destination, miles, per-mile rate, and the reason for the trip. In allowing expenses, the Court will consider the economy of the expenses requested (e.g. coach airfare, moderately priced accommodations, commercial duplication of large copy orders) and necessity (e.g. unnecessary use of overnight mail).~~

~~(4) **Limitation Affecting Fee Petitions Under \$1,000.** In a case under Chapter 12 or 13, the procedure permitted under LBR 2016-2(c)(1) may be used only with respect to a final fee application.~~

~~(5) **Post-Confirmation Fee Petitions.** Every fee petition filed after confirmation of a Chapter 12 or 13 plan shall describe the impact that approving the application would have on the plan, explaining how or whether the additional fees and expenses will (i) be paid through the plan; (ii) affect the distribution to creditors; (iii) affect the duration of the plan; and (iv) otherwise adversely affect the parties in interest, including the debtor or debtors.~~

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## **LBR 2030: Interim Expenses ~~To~~ Preserve the Estate**

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(a) **Administrative Expenses under \$1,000** — In a Chapter 7 case, the trustee may pay the following § 503(b) administrative expenses without prior notice and a hearing if the expenses are incurred in the ordinary course of the estate's administration and the aggregate amount of all such expenses does not exceed \$1,000:

- (1) \_ expenses related to changing locks on premises included in the estate;
- (2) \_ storage (or rent) expenses for estate property;
- (3) \_ expenses associated with winterizing estate property;
- (4) \_ insurance for estate property;
- (5) \_ advertising proposed sales of estate property;
- (6) \_ moving expenses related to transportation of estate property;
- (7) \_ expenses related to determining the existence or perfection of liens (but excluding the compensation of any professional person conducting the investigation);
- (8) \_ bank fees for obtaining copies of bank documents;
- (9) \_ transcript or court-reporter fees; and
- (10) \_ taxes incurred by the estate.

Any time after an expense has been allowed pursuant to this subparagraph, a creditor or other party in interest may request a hearing to reconsider the allowance of the expense.

(b) **Administrative Expenses over \$1,000**— The trustee must file a motion with notice and opportunity to object pursuant to LBR 9013(c) before paying any administrative expense that exceeds the \$1,000 aggregate amount. The notice must be served pursuant to Fed. R. Bankr. P. 2002(a).

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(c) **Notice Required Before Expenditures Made**—

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(1) **Notice to Creditors Directly Affected**— Except as provided in subparagraph (a), the trustee must give advance notice of a proposed expenditure to any creditor directly affected by the expenditure.

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(2) **Notice to Others**— Any creditor or the United States Trustee may demand advance notice of expenditures in any case. If a demand is made, the trustee must give notice of the expenditure as far in advance as is reasonably practicable. If in the trustee's judgment funds must be expended on an emergency basis to avoid damage to the estate's property, notice must be given to the requesting party promptly after payment.

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(d) **Objection Filed**— If the United States Trustee or a party in interest objects to any expenditure, written notice of the objection must be filed -and served on the trustee and all interested parties. If an objection is filed before the expense is paid, the trustee may not pay the expense without obtaining a court order.

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(e) **Expenses Not Covered by This Rule**— This Rule does not authorize payment of wages or professional compensation or authorize the payment of estate funds to the trustee or anyone employed by the bankruptcy estate.

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## **LBR 3002: Chapter 12 and 13 Claims**

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To file a Chapter 12 or 13 claim, a signed claim form that includes all necessary attachments in support of the claim as required by Fed. R. Bankr. P. 3001(c) and (d) must be filed with the Clerk. Claims are deemed filed on the date and time received by the Clerk unless the Court orders otherwise.

## **LBR 3013: Classification of Claims and Interests in Chapter 11 Plan**

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If a Chapter 11 plan classifies secured claims, priority unsecured claims, or equity interests, it must identify by name each entity holding a claim or interest in that class and the amount of that claim or interest.

## **LBR 3015: Chapter 12 and 13 Plans**

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(a) **~~Service of § 341 Meeting Notices and Plans~~**— Except as otherwise provided in this subsection, the Clerk will serve the § 341 meeting notice and a copy of the debtor's original plan or plan summary on all creditors and parties in interest listed on the mailing matrix. To the extent applicable, nothing in this Rule excuses compliance with Fed. R. Bankr. P. 7004. If the debtor fails to file a mailing matrix with the petition or if the debtor adds creditors to the mailing matrix after the case is filed, then the debtor must serve the § 341 meeting notice and a copy of the debtor's plan or plan summary on all creditors and other parties in interest or on the newly added creditors, as the case may be. The debtor must also file a proof of service.

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(b) **~~Dismissal When Debtor Fails to File Schedules, Statements, or a Plan~~**— If a debtor files a Chapter 13 petition but does not also file the schedules and statements as required by Fed. R. Bankr. P. 1007(b) or a plan as required by Fed. R. Bankr. P. 3015(b), the Court may send the debtor and debtor's attorney a notice stating that the case may be dismissed without further hearing unless:

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(1) the debtor files the required documents within 14 days of the filing of the petition;

(2) the debtor moves for an extension of time to file the required documents within 14 days of filing the petition; or

(3) the case has been converted to Chapter 13 from another chapter of the Code.

(c) **~~Payroll Deduction Orders in Chapter 13 Cases~~**— A payroll deduction order must be entered in every Chapter 13 case unless it would be impossible or impractical. Exception from the payroll deduction order requirement may be permitted by the Chapter 13 trustee based upon information provided, as well as a debtor's testimony, at the First Meeting of Creditors held pursuant to ~~11 U.S.C.~~ § 341. If the Chapter 13 trustee will not agree that Chapter 13 plan payments may be made by a method other than a payroll deduction order, the debtor may seek relief from the requirement by filing a motion showing good cause why a payroll order should not be entered. (The Payroll Order form is appended to these Rules as Exhibit 7.)

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(d) **~~Model Chapter 13 Plan~~**—

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(1) **~~Mandatory Use~~**— The Court will maintain on its website a Chapter 13 plan adopted by the Chapter 13 trustees that will serve as a model for drafting Chapter 13 plans in this district. Absent exceptional circumstances, a Chapter 13 debtor must use the model plan but may make modifications to the plan to meet his or her particular needs. If a modification is made, the modification must be conspicuously described in Section IV.P. of the model plan unless the modification has otherwise been excepted from disclosure by the Chapter 13 trustee assigned to the case. (The Model Chapter 13 Plan- is appended to these Rules as Exhibit 8.)

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(2) ~~**Future Amendments**~~— The Chapter 13 trustees will regularly consult with attorneys who represent debtors and creditors in Chapter 13 cases in this district to discuss any needed changes to the model plan. Unless otherwise ordered by the Court, amendments may not be made more than once a year, with the Chapter 13 trustees submitting proposed amendments, if any, to the Court for final approval in August of each year.

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(e) ~~**Pre-Confirmation Amendments to Plans**~~—

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(1) ~~**Amendment Numbering**~~— All pre-confirmation amendments to a plan must be numbered chronologically and entitled “First Pre-Confirmation Plan Amendment . . . , Second Pre-Confirmation Plan Amendment . . .”, etc.

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(2) ~~**Preamble Amendments**~~— If an amendment is being filed in its entirety to correct the preamble to the Chapter 13 plan, then alterations from the previous plan shall be highlighted.

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(3) ~~**Other Amendments**~~— If an amendment is not being filed to correct or alter the preamble to the Chapter 13 plan, then the amendment must include only the provisions that differ from the previous plan.

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(4) ~~**Service**~~— The debtor must serve the amendment, together with a notice of the hearing date for confirmation, on the trustee and any creditors or parties in interest who may be adversely affected, and must file a proof of service.

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(5) ~~**Amendments affecting non-consenting creditors**~~— The debtor may not file a plan amendment that adversely affects the rights of non-consenting creditors less than 28 days before the confirmation hearing date.

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(f) ~~**Post-Confirmation Amendments to Chapter 13 Plans**~~—

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(1) ~~**General Rule**~~— All amendments to a confirmed plan must be filed by a party permitted by ~~11 U.S.C.~~ § 1329(a). The proponent must ~~request a hearing or~~ use the notice and opportunity to object procedures set forth in LBR 9013(c).

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(2) ~~**Amendment Numbering**~~— Post-confirmation amendments to a plan must be numbered chronologically and entitled “First Post-Confirmation Plan Amendment . . . , Second Post-Confirmation Plan Amendment . . . ”, etc.

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(3) ~~**Explanation**~~— The amendment must include only the provisions that differ from the plan as confirmed, and explain how each new or amended provision changes the plan.

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(4) ~~**Service**~~— The debtor must serve the trustee and any creditors or parties in interest who may be adversely affected by the amendment with a copy of the amendment and the LBR 9013(c) notice; and must file a proof of service.

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(g) **Refunds to Debtors**— As long as the confirmed plan so provides, the Chapter 13 trustee may refund estate monies to the debtor, including income tax refunds, without amending the plan or otherwise securing a court order. The Chapter 13 trustee may also refund estate monies to the debtor on an emergency basis, even if the confirmed plan does not so allow and without prior court order, if the debtor stipulates in writing to repay the refund to the estate before completion of the plan.

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### **LBR 3016: Pre-Confirmation Lease and Adequate Protection Payments**

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(a) **Plan Requirements**— Unless the Court orders otherwise, when a debtor files a Chapter 13 plan providing that a lease or adequate protection payment be paid by the trustee to a creditor listed in the plan, the plan must:

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(1) list the name, address, account number, and payment amount for each lessor or secured creditor receiving a payment;

(2) provide that the trustee may not disburse any adequate protection payments to a secured creditor until a proof of claim is filed; and

(3) provide that the trustee may only pay that portion of an allowed, secured claim that comes due after the order for relief.

(b) **Adequate Protection Payment Disbursements**— As long as the plan provides the information required by subparagraph (a), the trustee may begin making lease or adequate protection payments within 28 days after a proof of claim is properly filed, subject to the availability of funds and the trustee's monthly disbursement cycle. The trustee will reduce the principal amount of any lessor's or secured creditor's claim by the amount of the lease or adequate ~~protection~~ payments remitted. If a secured creditor files a pre-confirmation motion for relief from the automatic stay, the trustee will suspend lease or adequate protection payment disbursements until a final decision on the motion has been made. If the motion is denied, the trustee will resume making disbursements of lease and adequate protection payments, including the suspended payments, as available funds permit, unless the Court orders otherwise.

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(c) **Dismissal before Confirmation**— If a Chapter 13 case is dismissed before confirmation of the plan, the trustee will make pre-~~confirmation~~ lease and adequate protection payments that are owed through the date of dismissal to the extent that funds are available for that purpose and the requirements of subparagraph (a) have been met.

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### **LBR 3018: Ballots**

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Unless the Court orders otherwise, all original ballots accepting or rejecting a Chapter 11 plan must be filed with the Clerk.

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## **LBR 3022: Final Decree and Closing**

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On entry of the final decree and after all contested matters and adversary ~~proceedings~~~~proceedings~~ are completed, the Clerk will close the case. Unless the Court orders otherwise, a Chapter 11 debtor must file an application for entry of a final decree upon substantial ~~consummation~~~~consummation~~ of the plan.

## **LBR 4001-1: Motions for Relief from the Automatic Stay**

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(a) **Scope**— This Rule governs all motions made pursuant to Fed. R. Bankr. P. 4001(a) for relief from the automatic stay as provided for in ~~11 U.S.C.~~ § 362(a).

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(b) **Use of “Notice and Opportunity” Procedures**— A creditor may request relief from the automatic stay by filing a motion with notice and opportunity to object pursuant to LBR 9013(c). However, nothing in this subparagraph prohibits a party from seeking relief from stay using other motion procedures permitted by LBR 9013. A secured party seeking relief from the automatic stay by motion with notice and opportunity to object must attach to its motion documentary proof that any lien it asserts has been perfected in accordance with applicable law.

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(1) **Combined with Motion for Abandonment**— Notwithstanding LBR 9013(e), a creditor may combine a motion for abandonment of estate property with the motion for relief from the automatic stay as long as the words “abandon” or “abandonment” clearly appear in the title of the document. Notwithstanding the filing of a combined motion, the creditor still has the burden of proof under ~~11 U.S.C.~~ § 554 to show that the proposed abandoned property is of inconsequential value to the estate. The combined motion must be served on the entire matrix, and combining the two motions does not waive either of the filing fees associated with the respective motions.

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(2) **Response Filed**— If a response is filed by a party, only the final hearing will be scheduled under LBR 9013(c)(3). The response must set forth with specificity the party’s good-faith reasons for objecting to the motion and for believing that relief from the stay will be denied if a hearing is held. Notwithstanding the filing of a response, the Court may enter an order lifting the stay without ~~conducting~~~~conducting~~ a final hearing if the response does not establish a good-faith basis for objecting to the motion.

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(c) **Use of Contested Motion Procedures**— If a movant does not proceed under ~~subparagraph~~~~subparagraph~~ (b) or if the Court determines that a relief from stay motion should proceed by ~~preliminary~~~~preliminary~~ and final hearing, the Clerk will schedule the preliminary hearing on the motion within 30 days from the filing of the motion and a final hearing within an additional 30 days. Should such scheduling exceed the time limits established by the Code, the Federal Rules of Bankruptcy Procedure, or these Rules, the Clerk will make such alternative arrangements as are required to comply with the time limitations of ~~11 U.S.C. §§~~ 362(e). The Clerk will transmit a copy of the notice of hearing to the movant, who must serve the notice and motion in compliance with Fed. R. Bankr. P. 4001. The movant must file a proof of service of the notice and motion before any relief may be granted on the motion.

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(1) ~~**Preliminary Hearing**~~. At the preliminary hearing, the Court will determine: (A) whether material, disputed issues of fact exist, and (B) whether there is a reasonable likelihood that the party opposing the relief will prevail. These issues will be decided solely on the arguments of counsel and will be limited to no more than one hour unless the Court, on its own or on prior request of counsel, permits otherwise. The parties may further request that a preliminary hearing be treated as a final hearing. If the Court finds the existence of material, disputed facts and a likelihood that the party opposing relief will prevail, the hearing may be adjourned to a final hearing. At the conclusion of the preliminary hearing, the Court may decide questions of law, may define factual or legal issues to be decided at the final hearing, and may issue an appropriate scheduling order. If the preliminary hearing is adjourned to a final hearing, the stay will remain in effect until the Court orders otherwise. The Court may also grant adequate protection to the movant in the interim.

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(2) ~~**Final Hearing**~~. The Court may hear testimony at the final hearing or schedule a different time and date for testimony.

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(d) ~~**Settlements**~~. Nothing in this Rule prohibits the parties from filing a stipulation for relief from the automatic stay in accordance with LBR 4001-3(c).

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## **LBR 4001-2: Motions for Use of Cash Collateral or to Obtain Credit**

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(a) ~~**Contents of the Motion, Adequate Protection and Valuation of Secured Interests**~~. In addition to the requirements of Fed. R. Bankr. P. 4001(b)(1)(B) and 4001(c)(1)(B), a motion for use of cash collateral under ~~11 U.S.C. § 363(c)~~ -or -to obtain credit under ~~11 U.S.C. § 364(c)~~ or (d) -must explicitly state the adequate protection offered the creditor and- the moving party's position as to the value of each of the secured interests to be protected. Pertinent appraisals and projections must be summarized in the motion.

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### **(b) Cover Sheet**

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(1) The motion must be filed with a completed form "Cover Sheet for Motion to Use Cash Collateral or to Obtain Financing," which is appended to these Rules as Exhibit 9. If a completed cover sheet is not filed, the Court may enter an order striking or denying the motion without prejudice to the movant's right to re-file the motion in compliance with this Rule.

(2) -If any proposed order granting interim or final relief would alter any information given in the initial cover sheet, then the movant must file an amended cover sheet concurrently with the submission of the proposed order indicating where appropriate all changes from the original proposed order.

(c) ~~**Expedited Motion**~~. If a debtor files a motion for entry of an order approving an ~~agreement~~ to use cash collateral or to obtain credit on an expedited basis, the Court may enter the order without a hearing if:

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(1) the order is approved by:

- (A) all creditors who have an interest in the cash collateral to be used,
- (B) any entity extending the requested credit,
- (C) the chairperson or attorney for each official committee (if any), and
- (D) the United States Trustee;

(2) the order provides for the debtor to use cash collateral or to obtain credit in a maximum specified dollar amount necessary to avoid immediate and irreparable harm only until the earlier of:

- (A) a final hearing, or
- (B) the date the order becomes a final order;

(3) the order provides for a final hearing, to be scheduled by the Court when the order is entered;

(4) the order provides that the debtor will serve a copy of the motion with its attachments and the order on all parties who are required to be served under Fed. R. Bankr. P. 4001(d);

(5) the order provides that:

- (A) objections to the order shall be filed within 14 days from the service of the order, except that an unsecured creditors' committee may file an objection within 14 days of its formation;
- (B) on the filing of an objection, a final hearing will be held; and
- (C) if no objections are timely filed, an order may become final; and

(6) the motion is accompanied by an affidavit or a declaration of the debtor, or a principal of the debtor, stating the facts on which the debtor relies in seeking the entry of the order on an expedited basis and the amount of money needed to avoid immediate and irreparable harm.

(d) **Enlargement or Reduction of Time for Objecting; Hearing.** On timely motion, the Court may enlarge or reduce the time within which an objection must be filed. The Court may schedule a hearing on the debtor's motion at any time with such notice as it deems appropriate.

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### **LBR 4001-3: Motions for Approval of Agreed Relief**

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(a) **Agreements Subject to this Rule**— A party may use the notice and opportunity procedure of LBR 9013(c) to request Court approval of an agreement to: (1) provide adequate protection; (2) modify or terminate the stay under § 362 of the Code; (3) use cash collateral; or (4) create a lien senior or equal to an entity's lien or interest in property of the estate. Any motion under this subsection must be accompanied by a copy of the agreement.

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(b) **Service of Motion**— The moving party must serve the notice, motion, agreement, and proposed order on the following parties:

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(1) **In a Chapter 7 Case** — the parties to the agreement, the Chapter 7 trustee, the United States Trustee, and any entity that claims an interest in the subject property.

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(2) **In a Chapter 11 Case** — the parties to the agreement; any creditors' or equity security holders' committee appointed under § 1102 of the Code and its authorized agent, or if no creditors' committee has been appointed, on the 20 largest creditors holding unsecured claims; the United States Trustee; and any other entity the Court directs.

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(3) **In a Chapter 12 Case** — the parties to the agreement, the Chapter 12 trustee, the United States Trustee, and any entity that claims an interest in the subject property.

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(4) **In a Chapter 13 Case** — the parties to the agreement, the Chapter 13 trustee, the United States Trustee, and any entity that claims an interest in the subject property.

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(c) **Stipulations**— Parties may obtain relief from the automatic stay under § 362 of the Code by stipulation provided:

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(1) A stipulation and proposed order is filed and approved in writing by:

(A) **In a Chapter 7, 12 or 13 case** — the debtor, the party seeking the relief from stay, the trustee, and every entity that claims an interest in the subject property (including any co-owner).

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(B) **In a Chapter 11 case** — the debtor-in-possession (or Chapter 11 trustee), every entity that claims an interest in the subject property (including any co-owner), and the authorized representative for every official committee appointed under § 1102 of the Code. In a Chapter 11 case in which an official committee has not been appointed, this subsection does not apply.

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(2) Copies of the stipulation filed under subsection (c)(1) and order approving the same shall be served on the United States Trustee.

(3) With respect to a stipulation filed under subsection (c)(1), the Court, by signing the proposed order, is deemed to direct that the procedures prescribed in Fed. R. Bankr. P. 4001(d)(1), (2) and (3) shall not apply and the stipulation may be approved without further notice.

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#### **LBR 4001-5: Motions to Extend Stay**

Unless the Court orders otherwise, the debtor or a party in interest may request a § 362(c)(3) extension of the automatic stay by filing a motion with notice and opportunity to object pursuant to LBR 9013. However, any such motion must be filed within 7 days of the filing of the petition.

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#### **LBR 4004-1: Delayed Discharge**

(a) **Request for Delay of Discharge**—A debtor may request that the Court defer granting a discharge for 30 days after entry of the order approving the request or until a date certain. The request must be made by written motion using the official Court form. (A copy of the Debtor's Motion to Defer Entry of Discharge is appended to these Rules as Exhibit 10.)

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(b) **Clerk's Authority to Grant or Deny**—The Clerk may grant or deny the debtor's first motion on behalf of the Court by endorsing the motion where indicated on the form and serving a copy on the appropriate parties. The Clerk must promptly present the debtor's subsequent motion or motions to the assigned judge.

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(c) **Objections to Delay of Discharge**—Any party in interest objecting to the Clerk's action in subparagraph (b) may move for judicial review within 21 days after entry of the Clerk's order on the docket.

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#### **LBR 4004-2: Certification Regarding Domestic Support Obligations**

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In every Chapter 13 case, the debtor must file a written certification that the debtor is current on any domestic support obligation that came due after the case was filed and on any prepetition domestic support obligation to the extent provided for by the plan. (A copy of the Debtor's Certification Regarding Domestic Support Obligations is appended to these Rules as Exhibit 11.) This certification is a prerequisite to receiving a discharge in the Chapter 13 case.

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#### **LBR 5003: Clerk — General Authority**

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(a) **Clerk's Authority to Sign Orders and Notices**—The Clerk is authorized to sign and enter the following orders and notices without further direction by the Court:

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(1) orders allowing installment payments of filing fees;

- (2) notice and orders of abandonment;
- (3) Chapter 13 payroll orders;
- (4) orders reducing, disallowing, withdrawing, or transferring claims when requested by the claimant;
- (5) writs of garnishment, executions, and orders to pay;
- (6) orders dismissing bankruptcy proceedings and adversary complaints due to CM/ECF error;
- (7) orders granting motions to delay entry of discharge;
- (8) orders permitting pleadings or other documents to be filed conventionally (i.e., on paper); and
- (9) orders correcting administrative errors (e.g. erroneously closed cases and mistakenly entered discharges).

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(b) **Clerk's Actions Reviewable**— An order signed and entered by the Clerk under this Rule may be reviewed, suspended, altered, or rescinded by the Court if requested by a party affected by that order.

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(c) **Clerk's Authority to Redact**— The Clerk's authority under this Rule includes the authority to redact filings that disclose personal identifiers in violation of Fed. R. Bankr. P. 9037(a). However, nothing in this Rule imposes a duty on the Clerk to make the redaction. If the Clerk does redact a document, the redacted document will replace the original that appears for public viewing in CM/ECF.

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(d) **Assignment of New Cases**— The Clerk will assign new cases to a judge consistent with a formula approved by the sitting judges of the Court. If a debtor has filed a prior bankruptcy case that was assigned to a particular judge and the debtor subsequently files another bankruptcy case, the Clerk will immediately reassign the subsequent case to the bankruptcy judge who was assigned to preside over the prior bankruptcy case, except:

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(1) when the prior judge was assigned to a particular location for holding court but is no longer responsible for that location; or

(2) when the current judge who is handling a subsequently filed case advises the Clerk that the current judge desires to continue to preside over the subsequent case.

## **LBR 5005-1: Filing of Documents**

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(a) **Filing by Electronic Transmission**— Unless otherwise provided in subparagraph (b) or by Court order, all documents filed in all cases and proceedings must be

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filed electronically according to the ECF Administrative Procedures. Other documents filed over the counter (via paper) may be rejected by the Court pursuant to LBR 5005-2 and ECF Administrative Procedures available on the Court’s website at [www.miwb.uscourts.gov](http://www.miwb.uscourts.gov).

(b) **Filing Over the Counter**— The following persons are excused from filing by electronic transmission and may file documents over the counter:

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(1) individuals who are not represented by counsel;

(2) filers experiencing internet failure provided the documents are accompanied by a “Motion for Leave to File Over the Counter”;

(3) filers relying on Section III of the ECF Administrative Procedures; and

(4) filers of documents accompanied by a “Motion for Leave to File Over the Counter” that includes a clear statement why electronic filing is not feasible.

(c) **Filing Locations for Over-the-Counter Filers**— Those parties not required to file electronically may file documents at the following locations in the Western District of Michigan:

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(1) **Western District of Michigan – Lower Peninsula**— The petition and any subsequent documents for a bankruptcy case with venue in a county located in the Lower Peninsula must be filed with the Clerk of the Bankruptcy Court, One Division Avenue North, Grand Rapids, Michigan 49503.

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(2) **Western District of Michigan – Upper Peninsula**— The petition and any subsequent documents for a bankruptcy case with venue in a county located in the Upper Peninsula must be filed with the Clerk of the Bankruptcy Court, U.S. Post Office, 202 West Washington Street, Marquette, Michigan 49855 (Postal Address: P.O. Box 909, Marquette, Michigan 49855-0909).

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(d) **Facsimile Filing**— Except for the bankruptcy petition, any document may be filed by facsimile with prior Court approval.

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## **LBR 5005-2: Defective Pleadings and Papers**

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(a) **Time Stamp on Filed Documents**— The Clerk will time stamp every document presented for filing over the counter as soon as practicable.

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(b) **Rejection for Nonpayment of Fee or Case Closed**— The Clerk may reject, without filing, a document:

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(1) not accompanied by the fee required to be paid at the time of filing pursuant to 28 U.S.C. § 1930. A fee is not paid unless made in cash, by a certified check or money order, with an attorney's credit or debit card or, at the Clerk's discretion, with a check drawn on an attorney's account; or

(2) that is to be filed in a case that does not exist in this Court or which has been closed, unless the document relates to post-judgment remedies or a motion to reopen a closed case.

(c) **Clerk's Authority to Strike Defective Documents; Notice**. The Clerk may strike after filing any document that is not signed or verified as required by Fed. R. Bankr. P. 9011. The Clerk will send notice that the document has been stricken to the filing party as soon as practicable. A stricken document that is amended to correct the defect and filed within 14 days is considered filed as of the date the document was originally filed with the Court.

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(d) **Request for Judicial Review of Clerk's Action**. Any entity affected by a notice of rejection or an order to strike a document may file a motion for judicial review of such action within 14 days of the date of service of the notice of rejection or order to strike. If the Court determines that the action of the Clerk was improper, the Court may order that the document be deemed properly filed and determine the effective time and date of filing. The moving party must serve the motion for judicial review on all affected parties and file a proof of service.

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(e) **Notice to Correct Defective Filing**. If the Clerk determines that a document is defective but does not warrant rejection or striking, the Clerk may issue and serve a notice of defective filing that advises the Filer of the corrective action needed to be taken or already taken by the Clerk.

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(f) **Failure to Correct Defective Filing**. If any document required by LBR 1007 to be filed with the petition is not filed at that time, the Clerk will notify the filing attorney (or debtor if pro se) of the deficiency. If the deficiency is not corrected within 14 days of service of the notice, the case may be dismissed by the Court without further hearing.

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### **LBR 5005-3: CM/ECF Transmittal of Documents by Clerk to United States Trustee**

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(a) **Mandatory Transmittal**. Copies of the following documents must be transmitted electronically by CM/ECF to the United States Trustee contemporaneously with their filing with the Clerk:

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(1) all documents (including notice of appeals) filed in a Chapter 7 or 11 case;

(2) a notice of appeal filed in an adversary proceeding related to a Chapter 7 or 11 case;

(3) any complaint to except a debt from discharge pursuant to ~~11 U.S.C.~~  
~~§ 523~~ or to deny or revoke a discharge pursuant to ~~11 U.S.C.~~ § 727; and

(4) all settlement papers filed in an adversary proceeding or a contested matter  
in a case under Chapter 7 or 11.

(b) **Transmittal is not Service**— The Clerk’s transmittal of such documents  
electronically by CM/ECF does not constitute “service” of the document on the United States  
Trustee by the filing party. Nothing in this Rule changes the applicable obligations of parties  
to serve the United States Trustee under the Federal Rules of Bankruptcy Procedure or  
elsewhere under these Rules.

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(c) **Additional Documents**— The United States Trustee also may file a notice of  
appearance, or a motion requesting transmittal of additional documents, in a particular case.

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#### **LBR 5005-4: Electronic Service of Documents ~~On~~ Parties**

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(a) **Electronic Service**— When service of a document is required by the Federal Rules  
of Bankruptcy Procedure, these Rules, or the Court, service may be made through CM/ECF.  
~~No~~Serving a document through CM/ECF does not excuse the Filer from timely filing proof of  
service is required if all parties entitled to notice are Electronic Filers. When a proof of service  
is nonetheless required, the proof of service must identify that identifies the parties entity served  
by CM/ECF and indicates the date and method of service.

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(b) **Service Completed**— If the intended recipient is an ECF Filer, service is deemed  
complete when the Notice of Electronic Filing is transmitted to the Filer.

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(c) **Proof of Service**— When a proof of service is required by the Federal Rules of  
Bankruptcy Procedure, these Rules, or Court order, the proof of service must indicate the method  
of service (U.S. Mail, private courier, facsimile, electronically, etc.).

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#### **LBR 5011: Withdrawal of Reference**

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(a) **Form of Request**— A request for withdrawal of the reference of all or part of a  
case or proceeding referred to the Bankruptcy Court must be made by filing a motion with the  
Clerk. The motion must clearly and conspicuously state that “RELIEF IS SOUGHT FROM A  
UNITED STATES DISTRICT JUDGE.”

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(b) **Time for Filing**— A motion to withdraw the reference of the entire bankruptcy  
case must be filed by the time first set for the meeting of creditors. A motion to ~~with-~~  
~~draw~~withdraw the reference of all or part of an adversary proceeding must be filed by the date  
on which the answer, reply, or motion under Fed. R. Bankr. P. 7012 or 7015 is first due. A  
motion to withdraw the reference of a contested matter within a case must be filed not later  
than 14 days after service of the motion, application, or objection that initiates the contested  
matter. Notwithstanding the foregoing, a motion to withdraw the reference may still be filed  
within 14 days of the filing of any pleading or paper that for the first time raises the reason for  
seeking the withdrawal.

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(c) **Proceedings Unaffected**— The filing of a motion to withdraw the reference does not stay proceedings in the Bankruptcy Court. The procedures relating to stay are set forth in Fed. R. Bankr. P. 5011.

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(d) **Designation of Record**— The moving party must file with the Clerk of the Bankruptcy Court and serve on interested parties a designation of those portions of the record of the case or proceeding in the Bankruptcy Court that the moving party believes will reasonably be necessary or pertinent to the United States District Court's consideration of the motion. Within 14 days after service of such designation of record, any other party may serve and file a designation of additional portions of the record. If the record designated by any party includes a transcript of any hearing or trial, that party must, immediately after filing the designation, deliver to the Bankruptcy Court's electronic court recorder operator or contract court reporter a written request for the transcript and make satisfactory arrangements for payment of its cost. The parties must take all steps necessary to enable the Clerk to assemble and transmit the record.

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(f) **Response Filed; Reply**— If a party opposes the requested withdrawal, it must file and serve its objection within 14 days of service of the motion to withdraw the reference. The moving party may then file and serve a reply within 14 days after service of the objection.

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(f) **Transmittal to and Proceedings in the United States District Court**— When the record is complete except for transcripts, the Clerk of the Bankruptcy Court will promptly transmit to the Clerk of the United States District Court the motion and the designated portions of the record.

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## **LBR 5090: Courthouse Conduct**

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(a) **Solicitation**— Solicitation of business relating to bonds or to employment as counsel is prohibited in the courthouse.

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(b) **Loitering**— Loitering in or about the rooms or corridors of the courthouse is prohibited.

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(c) **Disruptive Behavior**— Any behavior that impedes or disrupts the orderly conduct of the Court's business is prohibited.

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(d) **Signs**— Card, signs, placards, or banners may not be brought into any of the courtrooms or on any floor where a courtroom is located.

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(e) **Enforcement**— The United States Marshal, deputy marshals, court security officers, and the authorized employees of the courthouse may enforce this Rule by ejecting violators from the courthouse or by having them ~~to~~ appear before one of the judges of this Court.

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## **LBR 5091: Cell Phones, Photography, and Recording**

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(a) **Prohibited Uses**— Use of cell phones inside any courtroom is prohibited. Video equipment inside any courtroom is prohibited unless the Court specifically orders otherwise. The taking of photographs in any courtroom or its environs in connection with a judicial proceeding; the broadcast of a judicial proceeding ~~s~~by radio, television, or other means; and the audio or video recording of a judicial proceeding are all strictly prohibited.

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(b) **Exceptions**— The judicial officer in whose courtroom the proceeding ~~s~~ occurs may authorize the use of appropriate devices to preserve or present evidence and to broadcast or memorialize investiture, ceremonial, or naturalization proceedings.

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(c) **Adoption of Supreme Court Rules**— Rules or regulations promulgated by the United States Supreme Court relating to photographing, recording, or broadcasting judicial proceedings are also incorporated by reference into this Rule.

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(d) **Adoption of District Court Rules in Kalamazoo, Lansing and Marquette.** Notwithstanding anything in this Rule to the contrary, the rules of the United States District Court governing use of cell phones, photography, and recording shall apply, and may be enforced, in the Kalamazoo, Lansing, and Marquette courthouses.

## **LBR 6004: Use, Sale, or Lease of Property**

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(a) **Descriptions of Real Property**— A motion, complaint, or proposed order ~~s~~ regarding the use, sale, or lease of real property or liens on such property must include:

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(1) the complete legal description in recordable form; and

(2) the common street address.

(b) **Report of Sale**—

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(1) **Sale by a Chapter 7 Trustee**— The trustee must file a report regarding the sale of all real or personal property, whether tangible or intangible, and serve a copy of the report on the debtor and the United States Trustee. The report must include:

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(A) an itemized statement of the property sold;

(B) a list of bidders;

(C) the name of each purchaser;

(D) the price received for each item or lot, or for the property as a whole if sold in bulk;

(E) the date, time, and place of each sale;

(F) a calculation of compensation allowable under the order of appointment of any professional retained to effectuate each sale;

(G) copies of the sale advertisement; and

(H) a summary listing of all sale expenses including advertising expenses, sign expenses, labor, postage, and other mailing expenses.

(2) ***Sale by a Chapter 13 Debtor***— A Chapter 13 debtor who sells real or personal property, whether tangible or intangible, must provide a copy of the closing statement for the sale to the Chapter 13 trustee within 14 days after close.

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## **LBR 6005: Auctioneers**

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(a) ***Bond Required***— An auctioneer employed pursuant to ~~11 U.S.C.~~ § 327 must be bonded unless the Court specifically orders otherwise. The bond must be drawn in favor of the United States and cover the faithful performance of the auctioneer's duties to the estate. Unless otherwise directed by the Court, the bond must be in the amount of at least \$100,000.

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(b) ***Proceedings on Auctioneer's Bond***— A proceeding on the auctioneer's bond may be brought in the name of the United States by any party in interest claiming injury because of the auctioneer's actions.

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## **LBR 6007: Abandonments Initiated by Trustee**

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(a) ***Notice of Abandonment***— A trustee's notice of abandonment pursuant to Fed. R. Bankr. P. 6007(a) must substantially conform to the form appended to these Rules as Exhibit 12.

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(b) ***Service of Notice***— If a Chapter 7 trustee intends to abandon estate property, service of the notice must be made by the filing party as follows:

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(1) cases in which a report of no distribution has been filed: on the debtor; debtor's attorney, if any; the United States Trustee; and those parties who have filed a specific request pursuant to subparagraph (c);

(2) cases in which a report of no distribution has not been filed: on the debtor; debtor's attorney, if any; the United States Trustee; and all creditors.

(c) ***Language of Notice***— The Clerk will insert the following provision in the § 341 meeting notice (Official Forms 309A and 309C):

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Abandonments — Trustees may abandon property in no asset estates without notice to creditors or other interested parties. Anyone wishing to receive notice of such abandonment must file a request with the Court.

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## **LBR 7008: Consent to Final Judgment or Order in Core Proceedings**

In any adversary proceeding before the Court, the complaint, counterclaim, cross-claim, or third-party complaint must contain a statement that the proceeding is core or noncore and, without regard to whether the proceeding is alleged to be core or non-core, that the pleader does or does not consent to entry of a final order or judgment by the Court.

## **LBR 7026: Applicability of Fed. R. Civ. P. 26 to Contested Matters**

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Unless the Court orders otherwise, Fed. R. Civ. P. 26(a)(1), (d), and (f) do not apply to contested matters.

## **LBR 7090: Settlement of Adversary Proceedings**

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Counsel must notify the Court immediately upon reaching a settlement of an adversary proceeding. If, by the date set for trial, the attorneys have not submitted an order disposing of the proceeding, then counsel may be required to appear and state the settlement on the record. In any event, unless otherwise ordered by the Court, counsel must submit the appropriate order within 14 days after notifying the Court of a settlement. The failure to submit an appropriate order within 14 days or as otherwise ordered may be cause for dismissal.

## **LBR 8001: Appeals From the Bankruptcy Court**

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All appeals from the Bankruptcy Court will be heard and determined by the Bankruptcy Appellate Panel of the Sixth Circuit Court of Appeals unless a party to the appeal files a timely election to “opt out” and have the appeal heard by the United States District Court for the Western District of Michigan. Any such election must be made in accordance with the applicable procedural rules of the Bankruptcy Appellate Panel.

## **LBR 8009-1: Designation of Record and Issues on Appeal**

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(a) **Specific Designation Required**—The designation of record and issues on appeal required by Fed. R. Bankr. P. 8006 must expressly identify the specific issues on appeal and each item to be included in the record, including the item’s entry number if docketed by the Court. General designations such as “all bankruptcy files” or “the entire case and/or ~~pro-~~~~ceeding~~~~pro-ceeding~~ record” are not acceptable and will result in the record on appeal being considered incomplete. Only that part of the record necessary for the appeal should be designated. Non-specific statements of the issues on appeal are also not acceptable.

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(b) **Exhibits and Undocketed Items**—Any party who wishes to designate for the record on appeal a trial exhibit or item not appearing in the docket record must provide to the Clerk and all parties to the appeal a copy of the exhibit or item.

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(c) **Failure to Comply**—Failure of any party to comply with the foregoing may be grounds for the dismissal of the appeal or cross appeal by the reviewing court.

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## **LBR 9004: General Requirements of Form**

(a) **Current Bankruptcy Chapter**— All documents filed after the commencement of the case must include the debtor's current bankruptcy chapter in the caption immediately below the case number.

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(b) **Designation of Character of Document**— All documents filed after the ~~commencement~~ commencement of the case must include a description of the document in the caption. The description must be centered and placed immediately before the body of the document. The description should be as specific as possible and must include the number of the document (i.e., first, second, third), if applicable, and the name of the moving party.

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(c) **Dates of Filing, Conversion, and Dismissal**— Every motion, pleading, or other request for relief must state the date of filing of the debtor's petition as well as the dates of any ~~subsequent~~ subsequent conversion, dismissal, or reinstatement of the case. In complaints or amended complaints governed by Part VII of the Federal Rules of Bankruptcy Procedure, this statement must be made immediately after the jurisdictional paragraph required by Fed. R. Bank. P. 7008(a). In an ~~application~~ application or motion governed by Fed. R. Bankr. P. 9014, this statement must be made in the first paragraph.

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(d) **Attorney Information**— Every pleading, motion, or other request for relief filed with the Clerk and signed by an attorney must state the attorney's telephone number, office address, email address, and state bar identification number directly below the attorney's signature or in some other prominent place.

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(e) **Orders**— Each order must include a brief, specific description of the order, the number of the order, if applicable, and the name of the moving party.

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(f) **Proper Format**— Except for exhibits, official forms, and preprinted forms generated by bankruptcy software packages, all documents filed with the Clerk must be double-spaced and typewritten in at least 12-point type.

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## **LBR 9010-1: Admission, Discipline, Suspension, and Disbarment**

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(a) **Admission, Suspension, and Disbarment**— Except as provided in subparagraph (b) and § 304(g) of Pub. L. 103-394, Oct. 22, 1994, 108 Stat. 4106 (providing special rules for child-support creditors and their representatives), W.D. Mich. L. Civ. R. 83.1 governs the admission, suspension, discipline, and disbarment of an attorney or law student who seeks to practice in the Court or who is practicing in the Court. An attorney or law student who is admitted to practice in the United States District Court for the Western District of Michigan is admitted to practice in this Court. If a complaint filed with the United States District Court for the Western District of Michigan, as contemplated in W.D. Mich. L. Civ. R. 83.1(k)(ii) (Initiation of Proceedings), includes allegations related to proceedings before this Court, a copy of the complaint must also be filed with the Clerk.

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(b) **Discipline Other Than Suspension or Disbarment**— Except for suspension or disbarment, a bankruptcy judge may discipline an attorney who (1) engages in conduct violating the Michigan Rules of Professional Conduct, (2) willfully violates these Rules, the Federal Rules of Bankruptcy Procedure, or a Court order, or (3) engages in other conduct unbecoming of a member of the bar of the Court. Prior to imposing discipline, the Court will notify the attorney that discipline may be imposed and give the attorney an opportunity to respond in writing why discipline should not be imposed. If requested, the Court may also schedule a hearing.

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## **LBR 9010-2: Representation and Appearances**

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(a) **Representation of Individuals**— Only individuals may represent themselves in matters or proceedings before this Court.

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(b) **Representation of Entities**— An entity other than an individual may act on its own behalf for purposes of filing a proof of claim, participating in a § 341 meeting, or filing a reaffirmation agreement. For all other purposes, an entity must be represented by an attorney unless a statute or applicable rule provides otherwise.

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## **LBR 9010-3: Pro Hac Vice Admission**

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(a) **Attorneys Who May Not Apply for Pro Hac Vice Admission**— Attorneys licensed to practice law in the State of Michigan or licensed to practice in another state who maintain a regular office within the State of Michigan may *not* apply for *pro hac vice* admission. Instead, they must apply for admission to practice before the United States District Court for the Western District of Michigan.

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(b) **Attorneys Who May Apply for Pro Hac Vice Admission**— Licensed attorneys not subject to subparagraph (a) may apply for *pro hac vice* admission to appear in a specific case and all contested matters and adversary proceedings arising in that case. The application must be made by motion and must:

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(1) state the attorney's full name, business address, telephone number, email address, professional number if applicable, and the state in which the attorney is licensed to practice law;

(2) identify the other federal (bankruptcy, district, or circuit) courts in which the attorney is licensed to practice law; and

(3) verify that the attorney is bound by all rules, practices, and ethics that are applicable to attorneys admitted to practice before the United States District Court for the Western District of Michigan.

The movant need not be sponsored by a member of the bar.

(c) **Pro Hac Vice Admission Fee**— Admission *pro hac vice* requires payment of a fee to the Clerk of the Bankruptcy Court within 14 days of entry of the order granting admission. The fee, which is set by the Court, must be by check or money order made payable to the United States District Court for the Western District of Michigan, and must include the designation “*Pro hac vice* admission,” the name of the case, and the case number. The Clerk of the Bankruptcy Court will then promptly forward the admission fee to the Clerk of the District Court for deposit in its account.

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(d) **Failure to Pay Fee**— Failure to pay the *pro hac vice* admission fee in compliance with subparagraph (c) will immediately revoke, without notice, the attorney’s privilege to appear *pro hac vice* notwithstanding the previously entered order.

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**LBR 9011: Signatures on Electronically Filed Documents, Declarations Re: Electronic Filing, and Statements of Social Security Number(s)**  
**Declarations Re: Electronic Filing, and Statements of Social Security Number(s)**

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(a) **Facsimile Signatures**— A signature transmitted by facsimile is deemed to be an original signature for purposes of Fed. R. Bankr. P. 9011.

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(b) **Mandatory Electronic Filing**— ECF Filers must file through CM/ECF all petitions, lists, schedules, statements, amendments, pleadings, affidavits, and other documents containing original signatures or requiring verification under Fed. R. Bankr. P. 1008 or an unsworn declaration as provided in 28 U.S.C. § 1746.

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(1) **Electronic Filing as Signature**— Electronic filing of a petition, pleading, motion, proof of claim, or other document by an ECF Filer constitutes the signature of that individual for all purposes, including those under Fed. R. Bankr. P. 9011 and 28 U.S.C. § 1746, and has the same effect as if the individual had affixed that individual’s signature on a paper copy of the document being filed.

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(2) **Statement of Social Security Number(s)**— The debtor must file a completed Official Form 121 (~~Your~~ Statement about Your ~~of~~ Social Security Numbers) containing the full 9-digit social security number and a scanned image of the originally signed document with the debtor’s written signature (not “/s/ NAME”). If the debtor is not represented by an ECF Filer, then the completed Official Form 121 bearing the debtor’s original signature must be conventionally filed. ~~If~~ the debtor does not have a social security number, the debtor must file Official Form 121 stating that the debtor does not have a social security number. Failure to submit this form within 14 days from the date of the Notice to File Statement of Social Security Number(s) will result in dismissal of the case without further hearing.

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(c) **Retention of Signed Documents**— If a document is filed with an electronic signature indicated by “/s/” or “/s/ NAME”, the ECF Filer must retain the original signed document or the written authorization for the electronic signature for a minimum of 5 years from the date of filing.

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(d) **Filing of Documents with Multiple Signatures**— If a stipulation or other document to be filed electronically includes the signatures of two or more persons, the ECF Filer must:

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(1) confirm that the content of the document is acceptable to all persons required to sign and must obtain the actual signature of all signing parties; and

(2) retain the original in accordance with subparagraph (e).

(e) **Admissibility of Scanned Documents**— Unless the Court orders otherwise, any scanned document that is filed may be admitted as evidence of the contents of the document scanned as long as the requirements of Fed. R. Evid. 1004 have been met.

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## **LBR 9013: Motion Practice**

(a) **Scope**— This Rule applies to relief requested pursuant to Fed. R. Bankr. P. 9013 and 9014 regardless of how the request is made.

(b) **Ex Parte Relief**— If the requested ex parte relief may be granted without a hearing and without prior notice, the movant may file the motion and proposed order with a request that the order be signed.

(c) **Notice with Opportunity to Object**— A party seeking relief with notice and an opportunity to object must follow the procedures set forth in this subsection unless the Code, the Federal Rules of Bankruptcy Procedure, or these Rules provide otherwise, or the Court otherwise directs.

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(1) **Documents Filed with Motion**— The following documents must be filed with any motion under subparagraph (c):

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(A) A notice to the debtor and all other parties upon whom service is required that states that the party served has 14 days (21 days for matters under Fed. R. Bankr. P. 2002(a) and 2016; and 30 days for objections to claims) from the date of service to file and serve a response or request for a hearing, or both. In either event, the response must include the specific reasons for objecting or for requesting a hearing;

(B) A copy of the proposed order; and

(C) Unless otherwise excepted by these Rules, a proof of service indicating the parties served and the date and manner of service.

(2) **No Response Filed**— The Court may grant relief without a hearing if no timely response or request for hearing is filed. The movant may file a ~~certifi-~~ ~~cation~~ **certification** stating that no timely response or request for hearing has been filed only after the



deadline for response has passed, including the addition of days to the deadline in order to comply with Fed. R. Bankr. P. 9006(a) and (f). On receipt of the certification, the Court may sign the proposed order, require the moving party to prepare a new proposed order, draft and enter its own order, or schedule a hearing.

(3) ***Response Filed***— If a timely response or request for hearing is filed or if the Court has directed that a hearing be held, the Clerk will schedule a hearing on the motion and prepare a notice of hearing for the movant to serve on all required parties.

(4) ***When “Notice and Opportunity” Procedures May Not be Used***— Except as provided in subparagraph (d), the procedures set forth in this Rule may not be used for plan confirmation hearings, disclosure statement approval hearings, dismissal or conversion hearings, or hardship discharge hearings.

(5) ***Court to Set Hearings if Notice Not Filed With Motion***. If the moving party does not simultaneously file with the motion the notice described in LBR 9013(c)(1)(A), the Court will schedule a hearing on the motion in the ordinary course, and will regard the moving party as having waived the expedited procedure described in LBR 9013(c).

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(d) ***Dismissal Motions by Chapter 13 Trustee***— A Chapter 13 trustee’s motion to dismiss the case must state with particularity the grounds for dismissal (e.g., a debtor’s failure to make timely ~~payments~~payments). The motion may be served pursuant to subparagraph (c). The debtor or debtor’s attorney must file and serve on the Chapter 13 trustee any response or request for hearing within 30 days of when the trustee served the motion to dismiss. The response filed by the debtor or debtor’s attorney must state with particularity the good faith reasons for opposing the motion and for believing that dismissal will not occur if a hearing is held.

(1) ***Remedy if Proper Response Not Filed***— If the debtor or debtor’s attorney does not file a proper response or request for hearing within 30 days of the date the trustee served the motion to dismiss, the trustee may file a certification stating that no timely response or request for hearing has been filed together with a proposed order to dismiss. The Court may then dismiss the case without further hearing.

(2) ***Hearing Date if Timely Response Filed***— If a debtor or debtor’s attorney files a timely response or request for hearing, the Court will either hear the motion as already noticed or schedule a hearing.

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(e) ***Dismissal Motions by United States Trustee Under 11 U.S.C. § 707(a)***— A motion to dismiss by the United States Trustee brought under 11 U.S.C. § 707(a) based on the debtor’s failure to file the schedules and statements required by 11 U.S.C. § 521(a)(1) and Fed. R. Bankr. P. 1007(b)(1)(A)-(D) may be served pursuant to subparagraph (c). The debtor or debtor’s attorney must file and serve on the United States Trustee any response or request for hearing within 30 days of when the United States Trustee served the motion to dismiss. The response filed by the debtor or debtor’s attorney must state with particularity the good faith reasons for opposing the motion and for believing that dismissal will not occur if a hearing is held.



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(1) **Remedy if Proper Response Not Filed**— If the debtor or debtor’s attorney does not file a proper response or request for hearing within 30 days of the date the United States Trustee served the motion to dismiss, the United States Trustee may file a certification stating that no timely response or request for hearing has been filed together with a proposed order to dismiss. The Court may then dismiss the case without further hearing.

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(2) **Hearing Date if Timely Response Filed**— If a debtor or debtor’s attorney files a timely response or request for hearing, the Court will either hear the motion as already noticed or schedule a hearing.

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~~If a debtor or debtor’s attorney files a timely response or request for hearing, the Court will either hear the motion as already noticed or schedule a hearing.~~

(f) **Procedure for Contested Motions**— For all motions not filed pursuant to subparagraph (c), the Clerk will schedule the matter for hearing. Absent good cause, a party filing a brief or response to a motion must file and serve its brief or response at least 7 days before the scheduled hearing.

(g) **Combined Motions Prohibited**— Except as otherwise provided in these Rules, every request for an order from the Court must be filed in a separate motion. However, requests for alternative relief may be contained in one motion.

(h) **Request for Emergency Hearing**— An “emergency” is a matter that requires a hearing in less than 7 days, and that involves an injury which outweighs procedural concerns. If a motion requires an emergency hearing, a separate motion for the emergency hearing must be filed. The motion for emergency hearing must contain the following:

(1) sufficient information for the Court to schedule an emergency hearing (e.g., why relief is needed immediately and why affected parties will not be prejudiced if a hearing is held with only limited notice);

(2) a certificate of service; and

(3) a proposed order scheduling the hearing, with blank spaces for the date, time, and location of the hearing and for the manner and deadline for giving notice of the hearing.

The moving party must telephone the presiding Judge’s chambers to promptly advise the Court staff that a request for an emergency hearing has been filed. Nothing in this Rule precludes the Court from utilizing different procedures for scheduling emergency hearings.

(i) **Request for Expedited Hearing**— If a motion requires a hearing on shortened notice but is not an emergency, a motion to shorten notice or to schedule an expedited hearing must be filed in accordance with Fed. R. Bankr. P. 9006(c). The request for expedited hearing must be accompanied by a proposed order.

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**LBR 9013-1: Proof of Service**

(a) **Generally.** Every person who serves a document required to be served under the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules, other applicable law, or an order of the Court, shall promptly file proof of such service.

**(b) Proof of Service on Matrix.**

(1) When the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules, other applicable law, or an order of the Court requires that service be effectuated on the creditor mailing matrix, the serving party shall attach to the certificate of service a copy of the actual creditor mailing matrix maintained by the Court and relied upon for service (the “Matrix”).

(2) The Matrix shall be current and dated as of the date reflected on the certificate of service.

(3) The Matrix shall include the date stamp indicating the date on which the Matrix was generated and shall not otherwise be materially modified; provided, however, that the serving party may redact duplicative parties in interest with the same name and address so as to avoid unnecessary expense.

(4) In the event that the certificate of service that attaches the Matrix does not substantially conform to LBR 9013-1, the Clerk is authorized to strike the certificate of service as defective, and in that case shall send a notice to the serving party: (i) advising that the certificate has been stricken; (ii) providing a time within which to cure the defect; and (iii) advising that the certificate will be considered filed as of the date originally filed if it is amended to correct the defect, and filed, within the time prescribed.

(c) **Clerk’s Role.** The Clerk may take other action reasonably necessary to ensure compliance with LBR 9013-1.

**LBR 9015: Jury Trials**

(a) **Applicability of Certain Federal Rules of Civil Procedure—**Fed. R. Civ. P. 38, 39, and 47-51 apply in this Court’s cases, except that a demand made under Fed. R. Civ. P. 38(b) must be filed in accordance with Fed. R. Bankr. P. 5005. Fed. R. Civ. P. 81(c) also applies to jury trials before this Court.

(b) **Consent—**If the right to a jury trial applies and a timely demand has been filed under Fed. R. Civ. P. 38(b), the parties may consent to have a trial by jury conducted by a bankruptcy judge under 28 U.S.C. 157(e) by jointly or separately filing a statement of consent no later than the date set for the filing of a Joint Final Pretrial Order.

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## **LBR 9016: Use of Courtroom Electronic Equipment**

Any person who intends to use electronic equipment in the courtroom during a hearing or trial must become familiar with the Court's systems prior to the scheduled court appearance. ~~If needed, At least 2 business days before the hearing or trial, any person may who intends to use electronic equipment in the courtroom shall (i) notify the assigned judge's staff of the intended use; and (ii) contact the Information Technology Department of the Clerk's office and to request an appropriate time for training.~~ Anyone who fails to comply with this Rule may be subject to sanctions, including paying the cost to repair any Court system damaged by the person's use.

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## **LBR 9017: Teleconferencing and Videoconferencing**

The Court may permit a party or witness to appear at any proceeding before the Court by teleconference or video conference. Unless the Court orders otherwise, application to appear by telephone or video conference may be made informally and without a written request if timely notice is given to the other parties. The Court may grant such a request without a written order.

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## **LBR 9019-1: Bankruptcy Alternative Dispute Resolution Program**

LBR 9019-1 through LBR 9019-23 govern the Bankruptcy Alternative Dispute Resolution Program (the "Program") in the United States Bankruptcy Court for the Western District of Michigan and supersede LBR 9016-1, which is hereby rescinded.

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## **LBR 9019-2: ADR Favored**

(a) ~~Purpose~~—The Court recognizes that formal litigation of disputes in bankruptcy cases, contested matters and adversary proceedings frequently imposes significant economic burdens on parties and often delays resolution of those disputes. The procedures established by these Local Rules are intended primarily to provide litigants with the means to resolve their disputes more quickly, at less cost, and often without the stress and pressure of litigation.

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A court-authorized dispute resolution program, in which litigants and counsel meet with one or more neutral third parties, offers an opportunity for parties to resolve disputes promptly and less expensively, to their mutual satisfaction. By these Local Rules, the Program is adopted for the United States Bankruptcy Court for the Western District of Michigan. It is the Court's intention for the Program to allow participants to take advantage of and utilize mediation, negotiation and case evaluation to resolve disputes. The specific method or methods employed will be those which the Court or the parties determine appropriate and applicable, and may vary from matter to matter.

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(b) ~~Scope~~—LBR 9019-1 through LBR 9019-23 apply to all matters referred to the Program. The Mediation Rules at LBR 9019-12 through LBR 9019-20 apply only to

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~~(b)~~ mediation. The Case Evaluation Rules at LBR 9019-21 through LBR 9019-23 apply only to case evaluation. ~~All other Local Rules apply, except to the extent inconsistent with LBR 9019-1 through LBR 9019-23.~~

### **LBR 9019-3: Administration of the Program**

The Court will designate personnel to maintain and collect applications, maintain a Panel of Qualified Neutrals, track and compile results of the Program, and handle such other administrative duties as necessary (collectively, the “ADR Administrator”).

### **LBR 9019-4: Eligible Matters**

Unless otherwise ordered by the Judge handling the particular matter, all controversies arising in an adversary proceeding, contested matter, or other dispute in a bankruptcy case, will be eligible for referral to the Program EXCEPT contested matters or adversary proceedings:

(a) initiated by the Office of the United States Trustee (including objections filed by that Office); or

(b) for contempt or other types of sanctions, other than alleged stay and discharge violations.

### **LBR 9019-5: *Pro Bono* Mediations**

(a) *Pro bono* mediations include those matters in which the mediator determines one or both parties are unable to pay their share of the mediator’s posted fee.

(b) Any party who is unable to pay their share of the mediator’s posted fee must complete a form requesting *pro bono* services available from the Clerk of the Court or the ADR Administrator. *See Exhibit 13.*

(c) If one or more parties are unable to pay their share of the mediator’s fee, the other party or parties may still pay their share of the mediator’s fee, but will not be required to pay any portion of the non-paying party’s share of the fee.

(d) The mediator may agree to a reduced fee for one or more parties so long as it does not render him or her unable to serve due to lack of neutrality.

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## **LBR 9019-6: Panel of Qualified Neutrals**

(a) The Bankruptcy Court shall establish and maintain a Panel of Qualified Neutrals (the “Panel”) who have offered to serve as mediators or case evaluators for the possible resolution of matters referred to the Program.

(b) Neutrals may serve as members of the Panel for five-year terms without the need to re-apply.

(c) Applications to serve as a member of the Panel shall be submitted to the ADR Administrator by the deadlines established by the Court, shall set forth the qualifications described below, and should conform to forms promulgated by the Court. See Exhibit 14.

(d) Applicants must agree to mediate at least one *pro bono* matter per year.

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## **LBR 9019-7: Qualifications and Criteria for Panel of Qualified Neutrals**

(a) In order to qualify for service on the Court’s Panel of Qualified Neutrals, each applicant shall certify to the Court that the applicant:

(1) is willing to serve as a Neutral and to undertake to evaluate or mediate settlement of matters subject only to unavailability due to conflicts, personal or professional commitments, or other matters which would make such service inappropriate;

(2) is, and has been, a member in good standing of the bar of the United States District Court for the Western District of Michigan, and has regularly practiced in Bankruptcy Court for at least 10 years;

(3) has served as the principal attorney of record in active matters in at least 10 bankruptcy cases (without regard to the party represented) from case commencement to the earlier of the date of the application or conclusion of the case, or has served as the principal attorney of record for a party in interest in at least 10 adversary proceedings or contested matters from commencement through conclusion;

(4) shall be governed by any standards of professional conduct and ethical rules adopted by the Michigan Supreme Court for state-court mediators, currently set forth at MCR 4.211(G), as those standards and rules may be amended.

(b) Before serving on any assigned matters, mediators on the Court’s Panel shall have:

(1) completed a 40-hour mediation training program approved by the Court;

(2) observed at least two mediations to completion conducted by an approved mediator; and

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(3) conducted at least one mediation to conclusion under the supervision and observation of an approved mediator.

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(c) The Court will appoint members to the Panel of Qualified Neutrals from the applications submitted, giving due regard to alternative dispute resolution training and experience and such matters as professional experience and location so as to make the Panel appropriately representative of the public being served by the Program. Appointments will be limited to keep the Panel at an appropriate size and to ensure that the panel is comprised of individuals who have broad-based experience, superior skills and qualifications.

(d) The Neutrals on the Panel will indicate to the ADR Administrator the city or cities within the District in which they are willing to act or serve.

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#### **LBR 9019-8: Service of Neutrals**

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(a) No Neutral may serve in any matter in violation of the standards set forth in 28 U.S.C. § 455.

(b) Although parties shall not be considered their clients, a Neutral shall promptly determine all conflicts or potential conflicts in the same manner as an attorney would under the Michigan Rules of Professional Conduct as if any party to the dispute were their client. If the Neutral is a member of a firm and the firm has represented one or more of the parties, the Neutral shall promptly disclose that circumstance to all parties in writing.

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(c) A party who believes that the assigned Neutral has a conflict of interest shall promptly bring the matter to the attention of the Neutral. If the Neutral does not withdraw from the assignment, the matter shall be brought to the attention of the Court by the Neutral or any of the parties.

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(d) Promptly after appointment, any Neutral unavailable to serve in the matter shall notify the parties and the ADR Administrator so the parties may select an alternate Neutral in accordance with these Rules.

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#### **LBR 9019-9: Assignment of Disputes to the Program**

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(a) A contested matter in a bankruptcy case, adversary proceeding, or other dispute may be referred to the Program by order of the Judge at any time. While participation in the Program is intended to be voluntary, any Judge, on the request of a party or *sua sponte*, may refer specific matters to mediation under the Program. If all parties consent, the Court will refer a matter to case evaluation.

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(b) If a party objects to referral to the Program, the party may file an objection within 14 days of the order of referral. For good cause shown, the matter may be removed from the Program with or without a hearing. Such cause may include certification of a party's inability to pay for ADR, incarceration or other matter making ADR inappropriate.

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(c) When a matter is assigned to the Program, the parties will be presented with the order assigning the matter to the Program and a current roster of the Panel or directed to the location of the roster in electronic format.

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(d) Within 14 days after the issuance of a case management order or other order referring a matter to the Program, the parties shall mutually agree upon the selection of one Mediator (or, in the cases referred to Blue Ribbon Case Evaluation only, three Blue Ribbon case evaluators).

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(e) The Neutral(s) may be selected from the Court's list of approved Neutrals or, by mutual agreement, any person or entity, including a Michigan community dispute resolution program. The plaintiff in an adversary proceeding or movant in a contested matter shall file a *Notice of Selection of Neutral(s)* with the Court and provide a copy to the selected Neutral(s). See Exhibit 15.

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(f) Whenever the parties cannot agree or fail to file a *Notice of Selection of Neutral(s)*, the ADR Administrator's staff assistant shall randomly select a mediator or three case evaluators from the Court's Panel of Qualified Neutrals and notify the parties and Neutral(s) of their selection.

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(g) An order assigning a matter to the Program shall be docketed and served on the assigned Neutral and by first class mail to any interested parties to the dispute who do not have ECF capabilities.

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(h) Subject to availability and by prior arrangement with the Clerk of the Court, mediators and case evaluators may use court facilities to conduct mediations and case evaluations.

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#### **LBR 9019-10: Effect on Discovery**

Unless otherwise ordered by the Court, the assignment to mediation or case evaluation shall act to stay discovery, but will not stay the mandatory disclosures required under Fed. R. Civ. P. 26(a). Any party may file a motion seeking to proceed with discovery or to stay Rule 26(a) disclosures.

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#### **LBR 9019-11: Certification of ADR Conference**

(a) Unless otherwise ordered, no later than 14 days before the initial scheduling conference set in an Adversary Proceeding and whenever ordered by the Court in other contested matters, counsel (or unrepresented parties) shall confer and discuss ADR options. Counsel for parties should:

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(1) provide a copy of the information sheet entitled *Bankruptcy Alternative Dispute Resolution Program Instructions for Parties* (See Exhibit 16) to their client;



(2) discuss the available dispute resolution options provided by the Court and private entities with other counsel or unrepresented parties;

(3) consider whether the dispute could benefit from any of the available dispute resolution options; and

(4) determine whether they choose to participate in the Program and, if so, advise the Court whether they have selected Mediation or Case Evaluation.

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## **LBR 9019-12: Confidentiality & Privilege**

(a) **Definitions**— As used in this Rule on confidentiality and privilege, “Mediation Communication” means an oral or written statement, or nonverbal conduct intended to make an assertion, by or to a Mediation Participant made during the course of the mediation, whether during a Mediation Conference or prior to a mediation if made in furtherance of a mediation; “Mediation Participant” means a Party or any person who attends a mediation whether in person or by telephone, videoconference, or other electronic means; “Party” means a person participating in a mediation directly or through a designated representative, who is a named party, a real party in interest, or who would be a named party or real party in interest if an action or third-party complaint relating to the subject matter of the mediation were filed in a court of law; and “Other Proceeding” means any adjudicative process, including related discovery proceedings.

(b) **Confidential Mediation Communications**— Except as provided in this section, all Mediation Communications are confidential and the mediator and the Mediation Participants shall not disclose any Mediation Communication outside of the mediation, and no person may introduce in any Other Proceeding evidence pertaining to any aspect of the mediation process. However, information contained in a Mediation Communication which is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery merely because of its disclosure or use in mediation.

(c) **Evidence Rules and Laws**— Without limiting subsection (b) and subject to any exceptions in subsection (d), Rule 408 of the Federal Rules of Evidence and any applicable federal or Michigan statute, rule, common law, or judicial precedent relating to the privileged nature of settlement discussions or Mediation Communications apply.

(d) **Exceptions to Confidentiality**— Notwithstanding subsections (b) and (c), upon order of the Court, Mediation Communications may be revealed in the following situations:

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(1) **Settlement agreements**— Terms of a signed, written agreement reached during or as a result of a mediation, unless the Parties agree that those terms are to be kept confidential, including Mediation Communications which are relevant and material to a determination of insurance coverage for amounts at issue in the mediated settlement agreement;

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(2) **Waiver**— Mediation Communications for which the confidentiality or privilege against disclosure has been waived by all Parties in writing or on the record in Other Proceedings or by an individual Mediation Participant who discloses a Mediation Communication, but only to the extent necessary for another Mediation Participant to respond to the disclosure;

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(3) **Malpractice claims**— Mediation Communications relevant and material to a Party's claim of legal malpractice or other tort committed during the mediation concerning the actions of a Party's attorney or other agent involved in the mediation.

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(4) **Duties to Report/Disclose**— Nothing in this Rule or the Bankruptcy ADR Program shall impair, impede, limit, restrict or otherwise be construed as inconsistent with, in any way, the duties, obligations, and/or responsibilities of the trustee serving in a case before the Court.

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(e) **Required disclosures**— A mediator may disclose information from a Mediation Communication to a law enforcement agency or similar authority if required by law or if the mediator has a reasonable belief such disclosure will prevent a Mediation Participant from committing a criminal or illegal act likely to result in death or serious bodily harm.

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(f) **Attorneys, agents, etc.**— This Rule shall not prevent a Party from revealing Mediation Communications to that Party's attorney, agent, employee or partner for an artificial entity, such as a corporation, partnership or limited liability company.

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(g) **Preservation of Privileges**— The disclosure by a Mediation Participant of privileged information (e.g., attorney/client, doctor/patient, etc.) in a Mediation Communication to the mediator, or another Mediation Participant does not waive or otherwise adversely affect the privileged nature of the information.

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(h) **Mediation Participants** shall not:

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(1) call or subpoena the mediator as a witness or expert in any proceeding relating to the mediation, to testify as to the subject matter of the mediation or any thoughts or impressions which the mediator may have about the parties or merits of the dispute; or

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(2) subpoena or otherwise seek discovery of any notes, documents or other material prepared by the mediator in the course of or in connection with the mediation; or

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(3) offer into evidence (or reveal in any argument) any statements, views, or opinions of the mediator.

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(i) **Communications with Court Personnel**— Nothing in this Rule shall be construed to prevent Parties, counsel or mediators from responding in absolute confidentiality to inquiries or surveys by persons authorized by this Court to evaluate the Program.

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## LBR 9019-13: Mediation Procedure

(a) **Initial Telephone Conference**— As soon as practicable after notification of appointment, the mediator shall conduct a telephone conference with counsel for the parties and any unrepresented parties to discuss the nature of the matter, the expectations of the parties concerning the scheduling and nature of the mediation process, and anything else which will facilitate the mediation process.

(b) **Mediation Conference Scheduling**— Within 14 days of the telephonic conference, the mediator shall give notice to the parties of the time and place for the mediation, which shall be held at a time and location convenient to the parties.

(c) **Mediation Summaries**— At the request of the mediator, no later than seven days before the date of the Mediation Conference, each party shall submit a written Mediation Statement directly to the mediator and serve copies on all other parties. Mediation Summaries shall not exceed 15 pages (excluding exhibits and attachments). While Mediation Summaries may include any useful information, it is helpful to:

(1) identify the person(s), in addition to counsel, who will attend the session as representative of the party with decision-making authority;

(2) describe briefly the substance of the dispute;

(3) identify any legal or factual issues whose early resolution might appreciably reduce the scope of the dispute or contribute significantly to settlement;

(4) identify any outstanding discovery which could contribute most to equipping the parties for meaningful settlement discussions;

(5) set forth the history of past settlement discussions, including disclosure of prior and any presently outstanding offers and demands;

(6) make an estimate of the cost and time to be expended for further discovery, pretrial motions, expert witnesses and trial (this information may be included in a separate, confidential communication between the party and the mediator only); and

(7) indicate presently scheduled dates for further status conferences, pretrial conferences, trial or otherwise.

(d) **Summaries Not To Be Filed with Court**— The written Mediation Summaries shall not be filed with or disclosed to the Court and the Court shall not have access to them.

(e) **Identification of Mediation Participants**— Parties may identify in their Mediation Summaries persons connected to a party opponent (including a representative of a party opponent's insurance carrier) whose presence at the Mediation Conference could make it more productive; the fact a person has been so identified, shall not, by itself, result in an order compelling that person to attend the Mediation Conference.

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(f) **~~Documents~~**. Parties shall attach to their written Mediation Summaries copies of any documents which would materially advance the purposes of the Mediation Conference.

(g) **~~Confidential Communications with Mediator~~**. In the mediator's discretion, the mediator may meet with any party or confer with them or their representatives privately and confidentially.

#### **~~LBR 9019-14: Attendance at Mediation Conference~~**

(a) **~~Counsel~~**. Counsel for each party primarily responsible for resolving the matter (and unrepresented parties) shall personally attend the Mediation Conference and any ~~(a)~~ adjourned sessions. All counsel and parties shall come prepared to discuss all liability issues, all damage issues, and the position of the party relative to settlement.

(b) **~~Parties~~**. All individual parties, and representatives with authority to negotiate and to settle the matter on behalf of parties other than individuals, shall personally attend the Mediation Conference unless excused by the mediator for cause. A bankruptcy trustee need not be physically present so long as the trustee is represented by counsel, their counsel personally attends the mediation and the trustee can be reached throughout the entirety of the Mediation Conference.

(c) **~~Telephonic Attendance~~**. A party or lawyer who is excused by the Court or the mediator from appearing in person at the Mediation Conference may be required to participate by telephone.

#### **~~LBR 9019-15: Conduct of the Mediation Conference~~**

The Mediation Conference shall proceed informally and rules of evidence shall not apply. There shall be no formal examination or cross-examination of witnesses. In the mediator's discretion, the mediator may:

(a) ~~meet privately and confidentially with each party to discuss settlement or the mediation process;~~

(b) ~~permit each party, through counsel or otherwise, to make an oral presentation of its position;~~

(c) ~~help the parties identify areas of agreement and, where feasible, formulate stipulations;~~

(d) ~~help the parties assess the relative strengths and weaknesses of the parties' contentions and evidence;~~

(e) ~~help the parties estimate the likelihood of liability and the dollar range of damages;~~

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(f) help the parties devise a plan for sharing the important information and/or conducting the key discovery which will equip them to participate as expeditiously as possible in meaningful settlement discussions or to posture the dispute for disposition by other means; and

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(g) determine whether some form of follow-up to the Mediation Conference would contribute to the process of case development or settlement and, if so, conduct additional Mediation Conferences after the initial Mediation Conference.

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### **LBR 9019-16: Suggestions and Recommendations of Mediator**

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The mediator shall have no obligation to make any written comments or recommendations, but may, at the request of all parties and in the mediator's discretion, provide the parties with a written settlement recommendation to resolve an impasse. No copy of any such recommendation may be filed with the Clerk or revealed, in whole or in part, directly or indirectly, to the Court or Court staff, or be provided to anyone other than the parties.

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### **LBR 9019-17: Conclusion of the Mediation Conference**

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Upon the conclusion of the Mediation Conference, the following procedure shall be followed:

(a) If the parties have reached an agreement regarding the disposition of the matter, the parties shall determine who shall prepare the writing to dispose of the matter, and they may continue the Mediation Conference to a date convenient to all parties and the mediator if necessary.

(b) Within 14 days following the conclusion of any Mediation Conference, the mediator shall file a report (*See Exhibit 17*) with the Court and serve a copy on the parties. The report shall only indicate:

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(1) the date of the Mediation Conference; the names and roles of all attendees; and whether the dispute was resolved.

(2) if the matter was not completely resolved, the mediator will indicate whether further mediation or other ADR procedures are contemplated by the parties.

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(3) if the matter was completely resolved, the mediator will report when appropriate pleadings will be filed and the party or parties responsible for such filing.

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(c) Regardless of the outcome of the Mediation Conference, the mediator will not provide the Court with any details of the substance of the conference.

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### **LBR 9019-18: Failure to Attend Mediation Conference**

Failure to attend the Mediation Conference may result in the imposition of sanctions by the Court.

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### **LBR 9019-19: Compensation of Mediators**

(a) The mediator shall be paid their customary hourly rate for mediation by counsel for represented parties (or directly by *pro se* parties).

(b) Unless otherwise agreed in writing, the mediator's fees and expenses shall be assessed in as many equal parts as there are separately represented or participating parties.

(c) The mediator is responsible for billing counsel and *pro se* parties who shall pay said bills in full within 30 days of billing or as otherwise agreed by the mediator.

(d) In their discretion, a mediator may waive or agree to a reduced fee for any party without affecting the obligations of any other party.

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### **LBR 9019-20: Evaluation of Mediation Program**

In order to assist the ADR Administrator in compiling useful data to evaluate the Program and to aid the Court in assessing the efforts of the members of the Panel, the mediator shall report to the ADR Administrator such statistical and evaluative information as may be required without violating confidentiality on a form provided by the Court.

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### **LBR 9019-21: Definition of Case Evaluation**

Case evaluation affords litigants an ADR process patterned after one extensively used in Michigan state courts. (See Mich. Comp. Laws §§ 600.4951-.4969; Mich. Ct. R. 2.403.) Case Evaluation involves establishment of a settlement value for a dispute by a three-member panel of attorneys. There are two types of Case Evaluation available in this Court: Standard Case Evaluation and Blue Ribbon Case Evaluation.

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The Court may order any dispute to Standard Case Evaluation unless the parties unanimously agree to submit the case to Blue Ribbon Case Evaluation.

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### **LBR 9019-22: Standard Case Evaluation**

(a) **Adoption of Michigan State-Court Procedures**—The procedures governing Standard Case Evaluation are generally set forth in Rule 2.403 of the Michigan Rules of Court. Unless modified by these Rules, the Program Description, or court order in a particular case, the provisions of Mich. Ct. E. 2.403, as amended from time to time, will govern in cases referred to Standard Case Evaluation, except as follows:





\_\_\_\_\_ (1) ***Panel selection***— The ADR Administrator will select all three case evaluators from the Court’s Panel of Qualified Neutrals.

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\_\_\_\_\_ (2) ***Fees***— Each party must pay each case evaluator \$100.00 apiece, for a total case evaluation fee of \$300 per party, within 14 days of the notice of the ADR Administrator’s notice of selection of the case evaluators. ***Allocation of Fees*** - The rules set forth in Mich. Ct. R. 2.403 for allocation of fees among multiple parties or claims apply. Once paid, the fee is not subject to refund.

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(b) ***Submission of Documents***— The rules for submission of documents set forth in Mich. Ct. R. 2.403 apply, except that case evaluation summaries are limited to 20 pages. Documents must be submitted directly to the evaluators, with a proof of service filed with the ADR Administrator. Failure to file or serve such documents in a timely manner subjects the offending party to a \$150.00 penalty, with \$50 payable to each case evaluator, which may not be charged to the client.

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(c) ***Hearing Time Limit***— Each side’s presentation at the case evaluation hearing is limited to 30 minutes.

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(d) ***Time for Rendering Award***— The case evaluators shall render a written evaluation at the close of the hearing and serve copies personally on the parties or their counsel at that time and provide the original to the ADR Administrator’s office. See top portion of Exhibit 18.

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(e) ***Time for Acceptance or Rejection of Award***— Parties shall have 14 days to accept or reject a case evaluation award. If any party fails to file an acceptance or rejection with the ADR Clerk within 14 days of service of the award, that party shall be deemed to have rejected the award. See bottom portion of Exhibit 18.

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(f) ***Rejecting Party’s Liability for Costs***.

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\_\_\_\_\_ (1) In cases submitted to Standard Case Evaluation, the provisions of Mich. Ct. R. 2.403 governing liability for costs apply, except that attorneys’ fees will not be taxed for rejection of a case evaluation award absent the agreement of all parties.

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\_\_\_\_\_ (2) In cases submitted to Standard Case Evaluation, the parties may stipulate in writing to the assessment of attorneys’ fees in accordance with Mich. Ct. R. 2.403.

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## **LBR 9019-23: Blue Ribbon Case Evaluation**

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Blue Ribbon Case Evaluation allows parties to choose their own evaluators and to request that the evaluators devote substantial time to the evaluation process. A case may be referred to Blue Ribbon Case Evaluation only with the unanimous consent of the parties. All procedures applicable to Standard Case Evaluation apply, except:

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(a) ***Selection of Evaluators***— The parties jointly select the Blue Ribbon case evaluators, who need not be members of the Court’s Panel of Qualified Neutrals.

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(b) **~~Fees~~**. Case evaluators are compensated at their customary hourly rate, to be assessed in as many equal parts as there are separately represented parties, or as otherwise agreed by the parties at the time Blue Ribbon Case Evaluation is ordered.

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(c) **~~Case Evaluation Briefs and Hearings~~**. No limits apply to the length of Blue Ribbon Case Evaluation hearings or to the length of case evaluation briefs, unless agreed to in writing by the parties. No late fees are imposed for untimely submissions of case evaluation briefs.

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(d) **~~Time for Rendering Award~~**. In an extraordinary case, where the award cannot reasonably be rendered at the conclusion of the hearing, the evaluators may render their written evaluation no later than seven days after the hearing concludes.

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(e) **~~Time for Acceptance or Rejection of Award~~**. Parties shall have 14 days to accept or reject a case evaluation award. If any party fails to timely file an acceptance or rejection with the ADR Clerk within 14 days of service of the award, that party shall be deemed to have rejected the award.

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## **~~LBR 9021: Entry of Orders and Judgments~~**

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Unless otherwise directed by the Court, orders and judgments must be prepared in writing by the prevailing party. The prevailing party must serve a copy of the order or judgment on the required parties promptly after entry by the Court.

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## **~~LBR 9029: General Provisions~~**

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(a) **~~Prior Rules Superseded~~**. These Rules provide standardized procedures for the convenience of the bench and bar. They supersede all previous Local Rules and Court Administrative Orders, except for Court Administrative Order No. 2010-3 and any other Court Administrative Order that does not conflict with these Rules.

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(b) **~~Administrative Orders~~**. If any matter of practice or procedure requires the attention of the Court prior to further amendment of these Rules, the Court may enter an administrative order to serve as an interim rule. The Clerk will maintain a file that numbers each administrative order as it is entered. Administrative orders are available for public inspection in the office of the Clerk and on the Court's website at [www.miw.uscourts.gov](http://www.miw.uscourts.gov).

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(c) **~~Technical Corrections~~**. Technical corrections to these Rules may be made by the Court at any time. Notice of such corrections will be provided on the Court's website at [www.miw.uscourts.gov](http://www.miw.uscourts.gov) and posted in the Clerk's office.

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(d) **~~Use of Local Forms~~**. The documents attached as exhibits to these Rules are for reference purposes only. Only the official documents posted under the "Local Forms" link on the Court's website may be used.

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(e) **Suspension or Modification**— Any judge of this Court may suspend or modify a provision of these Rules in a particular case, adversary proceeding, or contested matter on the Court’s own initiative or on motion of a party.

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(f) **Judge-Specific Procedures**. Nothing in these Rules shall preclude a judge from adopting procedures specific to that judge’s chambers or courtroom. Parties shall consult the court’s website for posted procedures of the individual judges.

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## **LBR 9037-1: Redacting Personal Identifiers**

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(a) **Redaction Requirement**— Unless the Court orders otherwise, a filer must redact “personal identifiers” from any document filed with the Court or submitted to the trustee pursuant to LBR 1007-2(f). “Personal identifiers” means Social Security numbers, taxpayer-identification numbers, dates of birth, names of minor children, and financial account numbers. A filing is properly redacted if it includes only:

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(1) the last four digits of the Social Security number or the taxpayer-identification number;

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(2) the year of the individual’s birth;

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(3) the minor’s initials; and

(4) the last four digits of the financial-account number.

For cause shown, the Court may require the redaction of additional information or limit a nonparty’s electronic access to a document filed with the Court.

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(b) **Trustee’s Authority to Redact**— The trustee in an individual chapter 7, 11, or 13 case has the authority to redact any document that is inadvertently submitted with personal identifiers. However, nothing in this Rule imposes a duty on the trustee to make the redaction.

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## **LBR 9037-2: Use of Electronic Transcripts**

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(a) **Access to Electronic Transcripts**— The Court may direct that a transcript of all or part of a digitally recorded proceeding be made available through CM/ECF. All ECF Filers who attended the proceeding will be notified once an electronic transcript is available.

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(1) **Limited Access**— No electronic transcript will be available for viewing or downloading for the first 90 days after the transcript is filed, unless the transcript is purchased from the court reporter or transcriber by an attorney of record, in which case the transcript will be available for remote electronic viewing and use by that attorney. Otherwise, an electronic transcript will only be available during the first 90 days for viewing from a public terminal at the Clerk’s office.

(2) ***Unrestricted Access***— The original electronic transcript (or a redacted transcript, if applicable) will be available for unrestricted viewing and printing --- either remotely or from the Clerk’s public terminal --- beginning on the 91<sup>st</sup> day after the transcript is filed. PACER charges apply for all remote viewing regardless of whether the viewer purchased access to the transcript, and charges are not limited to 30 pages.

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(b) ***Redaction of Electronic Transcripts***—

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(1) ***Redacting Personal Identifiers***— The responsibility for redacting personal identifiers rests solely with the parties and their counsel. Any person who wishes to redact personal identifiers from an electronic transcript must file a “Notice of Intent to Request Redaction” with the Clerk and serve a copy on the transcriber within 7 days after the transcript is filed. The requesting party must then submit a Request for Redaction within 21 days of the transcript’s filing that lists (A) the personal identifiers to be redacted, and (B) where those personal identifiers appear in the transcript by page and line.

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(2) ***Redacting Information Other than Personal Identifiers***— If a person wishes to redact information other than personal identifiers from an electronic transcript, the person must file a motion for a protective order pursuant to Fed. R. Bankr. P. 9037(d). The electronic transcript will not be available for unrestricted viewing, downloading, or printing until the Court rules on the motion for the protective order.

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**LBR 9037-3: Docketed Audio Files**

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The Court may direct that all or part of a digitally recorded proceeding be posted as an audio file on the CM/ECF docket. No transcript of an audio file may be included in a document that is filed, unless the transcript has been prepared by an authorized court reporter.

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**LBR 9037-4: Filing Documents Under Seal**

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(a) ***Court Order Required***— Before filing any document under seal, a party must file a written motion consistent with ~~11 U.S.C.~~ § 107 explaining why the relief is necessary. The explanation must be as comprehensive as possible without disclosing the substance of the information to be filed under seal. If the motion is granted, the movant must conventionally file the document in a sealed envelope with a copy of the order attached to the envelope. A sealed document may be filed unredacted. The Clerk will maintain the document under seal until further Court order.

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(b) ***Request for In Camera Review***— In a motion requesting permission to file a document under seal, the moving party may include a request that the Court review the document *in camera* before deciding the motion. Any such request must include an explanation as to how an *in camera* review will assist the Court in deciding whether the document should be filed under

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| seal. If the Court grants a request for *in camera* review, the Court will establish procedures to ensure the confidentiality of the document and the fairness of the process.

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## Exhibit 1

### Preparation of Creditor Matrix

The following instructions will guide you to correctly format a creditor matrix and save it as a **.txt** file to upload in to the court's Case Management/Electronic Filing (CM/ECF) System or for filing over-the-counter.

A creditor matrix shall contain each creditor's name and mailing address. This information is used for noticing and also for claims information when applicable.

**Uploading in to CM/ECF:** The creditor matrix must be in an ASCII file format with an appropriate text extension such as **.txt** before it can be successfully uploaded into the CM/ECF system. (If you have access to Notepad, it will automatically save matrices in **.txt** format).

**Filing Matrix Over-The-Counter:** The matrix must list all creditors in a single column down the center of the page.

**Creditor Matrix Specifications:** (Do not include the name and address of the debtor(s) and/or attorney for the debtor on the matrix)

- ◆ When preparing a matrix, there **must** be at least one blank line separating each creditor.
- ◆ The name and address of each creditor cannot be more than 5 lines.
- ◆ Each line may contain no more than 40 characters including blanks.
- ◆ One or more spaces in the first position of the address will cause that particular creditor to not be placed on the matrix.
- ◆ Do not use special characters such as ~, ½ or ^.
- ◆ Account numbers or "attention" lines should be reflected on the second address line.
- ◆ City, State & Zip Code must appear on the last line.
- ◆ Nine-digit ZIP codes must contain a hyphen which separates the first five digits from the last four digits.
- ◆ All states must be two-letter, standard postal abbreviations.
- ◆ Do not include page numbers, headers, footers, etc.
- ◆ Only the following fonts are acceptable:

Courier, Helvetica, Arial or Times New Roman

U.S. Bankruptcy Court-Western District of Michigan

August, 2006

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**Exhibit 2**

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**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN**

IN RE:

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Case No.:

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Debtor(s)

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**Verification of Creditor Matrix**

I(we), hereby declare, under penalty of perjury, that the attached list of creditors is true

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and correct to the best of my(our) knowledge.

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Date:

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Attorney for the Debtor(s)

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At:

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- OR -

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Debtor

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Joint Debtor (if any)

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Exhibit 3

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MICHIGAN

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In re:

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

Chapter 7

Debtor(s).

\_\_\_\_\_ /

ASSET PROTECTION REPORT

Pursuant to Local Bankruptcy Rule 1007-2(d), debtors filing a Chapter 7 petition and debtors in a case converting to Chapter 7 must file an Asset Protection Report. List below any property referenced on **Schedule D** (Creditors Holding Secured Claims); or **Schedule G** (Executory Contracts and Unexpired Leases); and **any insurable asset in which there is nonexempt equity**. For each asset listed, provide the following information regarding property damage or casualty insurance:

INSURABLE ASSET (from schedules)	IS ASSET INSURED? (Yes/No)	NAME & ADDRESS OF AGENT OR INSURANCE CO.	POLICY EXPIRATION DATE (MM/YYYY)	WILL DEBTOR RENEW INSURANCE ON EXPIRATION? (Yes/No)

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If the debtor is self-employed, does the debtor have general liability insurance for business activities? YesNo

☐ ☐

I declare, under penalty of perjury, that the above information is true and accurate to the best of my knowledge. I intend to provide insurance protection for any exemptible interests in real or personal property of the estate, and I request that the trustee not expend estate funds to procure insurance coverage for my exemptible assets.

Dated: \_\_\_\_\_

Debtor

Dated: \_\_\_\_\_

Joint Debtor (if any)

Pursuant to LBR 1007-2(f), debtor is required to provide the trustee with a copy of the Declarations Page for any insurance policy covering an insurable asset at least 7 days before the date first set for the meeting of creditors.

Exhibit 4A

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UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN

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

\_\_\_\_\_,  
Debtor,  
\_\_\_\_\_ /

**NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST OF AN APPLICATION  
FOR PROFESSIONAL FEES  
PURSUANT TO FED RULES OF BANKR. P. 2016  
AND NOTICE OF THE RIGHT TO OBJECT**

NOTICE is hereby given that the following professional person has made application to the Bankruptcy Court for the allowances of fees and/or expenses as listed below:

<u>Professional (Name &amp; Address)</u>	<u>Fees Requested</u>	<u>Expenses Requested</u>	<u>Fees Previously Allowed by Court</u>

PLEASE NOTE: The application is available for public view at the Clerk's Office, One Division North, Grand Rapids, Michigan Monday through Friday, from 8:00 a.m. to 4:00 p.m. No hearing will be set before the Court unless a written objection to this application is timely filed with the Clerk of the Bankruptcy Court. If you have any objection, you have 21 days from the date of service of this notice in which to file such written objection. If an objection is timely filed, a subsequent notice will be sent to you of the date, time and location of the hearing on the objection.

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ANY OBJECTION MUST BE TIMELY FILED WITH:

**United States Bankruptcy Court  
One Division Avenue North  
Grand Rapids, Michigan 49503**

*[Use Marquette address if applicable]*

A copy of any objection must also be served upon

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[Name & Address of the Applicant or Attorney for the Applicant]

Date Notice Served: \_\_\_\_\_  
Applicant or Attorney

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**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN**

Debtor.

Any Objection must be timely filed with:

~~U.S.~~ U.S. Bankruptcy Court ~~W.D. Mich.~~ OR ~~United States~~ U.S. Bankruptcy Court

One Division Ave. NW, Room 200 ~~Western District of Michigan~~ P.O. Box 909  
Grand Rapids, MI 49503 ~~P.O. Box 909~~ Marquette, MI 49855  
(FOR CASES FILED IN THE ~~LOWER PENINSULA~~) (FOR CASES FILED IN THE U.P.)

~~A copy of any objection must also be served upon~~  
~~LOWER PENINSULA)~~

A copy of any objection must also be served upon

[Name & Address of the Applicant or Attorney for the Applicant]

Date Notice Served: \_\_\_\_\_  
\_\_\_\_\_  
~~Applicant or Attorney~~  
Applicant or Attorney

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## Exhibit 5

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### UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF MICHIGAN

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### MEMORANDUM REGARDING ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR COURT-APPOINTED PROFESSIONALS

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AS AMENDED EFFECTIVE OCTOBER 1, 2013

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The Federal Bar Association (Western Michigan) Bankruptcy Section has requested that the court adjust the no-look fees and hourly rates in chapter 13 cases. The court has determined that it is in the interests of all debtors, creditors, and other parties in interest, and their respective attorneys, and the United States Trustee, that the following general guidelines regarding fee applications and reimbursement of expenses be established and published.

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1. Professional persons are appointed by the United States Bankruptcy Court for the Western District of Michigan, pursuant to 11 U.S.C. §§ 328 and 330(a)(1) and FED. R. BANKR. P. 2016. The burden of proof regarding all fee applications submitted by court-appointed professionals is upon the applicant.
2. Every application must succinctly itemize each activity, the date of the activity, the professional who performed the work, a description of both the nature and substance of the work, and the time expended thereon (the "itemization"). An itemization which lacks explanation of activities performed will be deemed inadequate and shall be non-compensable.
3. In order for time spent on activities such as court appearances, preparation for court appearances, conferences, telephone calls, drafting documents, and research to be compensable, the nature and purpose of the activity must be stated. Time entries for telephone calls must list the person with whom the applicant spoke and give a brief description of the conversation. Time entries for correspondence must state the addressee and give a brief explanation of the contents. Time entries involving documents must specify the specific document. Time entries for legal research must describe the matter or proceeding researched, and the legal issue that was researched.

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4. Applicants shall not attempt to circumvent minimum time requirements or any detail requirement by "lumping" or "bunching" a number of activities into a single itemization entry. Each type of service must be listed with a corresponding specific time which was spent on the activity.

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5. Time entries with unexplained abbreviations are non-compensable. (Where abbreviations are used, an appendix explaining the abbreviations shall be attached.) Where computer time sheets are submitted to substantiate entries, a code key must be supplied, or the application will not be considered. In more complex petitions, a glossary of persons involved may be helpful.

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6. All applications shall state the case filing date, the chapter, whether conversion has occurred, and the date of conversion. The application must state the amount of any retainer paid, as well as the date of each previous application, the amount of compensation and expenses requested, the amount of compensation and expenses approved, the date of approval, and the amount previously received. The application must also indicate the total hours charged and give a summary of the hours and hourly rate charged by each professional.

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7. If more than one professional has charged time for activities such as intra-office conference or joint court appearances, the applicant must explain the need for each professional's participation in the activity.

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8. All time listed must represent the actual time required to perform the activity and should be stated in tenths (0.10) of an hour. "Rounding up" of time or minimum time increments, e.g. 0.25 hours, is not permitted.

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9. The rate charged must be commensurate with the level of skill required for a particular task; for example, attorney rates or paralegal rates may not be charged for non-legal work, such as copying or delivering documents, preparing or filing proofs of service, or for trustee duties generally performed without the assistance of an attorney. When paralegals are utilized to perform legal services for an estate, they may be compensated as paraprofessionals rather than treated as an overhead expense.

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10. No fees shall be allowed for general research on law well known or that should be well known to practitioners in the area of law involved.

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11. Reasonable time spent by an attorney in preparing and reviewing an application for compensation may be compensable.

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12. The court will consider whether tasks performed within a reasonable number of hours and whether the requested hourly rate is reasonable based upon the customary rate charged by experienced practitioners.

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13. Except as otherwise allowed by statute, e.g., 11 U.S.C. § 330(a)(4)(B), the court will not allow compensation for services which do not benefit the debtor's estate; for example, fees for reading the work product of another attorney simply as a matter of interest or performing legal services mainly beneficial to the debtor, or the debtor's principals.

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14. An application for reimbursement of expenses must explicitly list each expense, its date incurred/paid, and a general description of the nature and purpose of the expense. For example, requests for mileage must include the date, destination, miles, per mile rate, and the reason for the trip. Professionals should utilize the most economical method for necessary expenses; for example, coach air fare, moderately priced accommodations, and commercial firm duplication for large number of copies. Courier service, express mail service and fax transmissions should not be used routinely, but, if used, should be as a result of justifiable reasons including time constraints.

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15. Although the State Bar of Michigan does not require attorneys to participate in continuing legal education ("CLE"), the judges of this court continue to encourage bankruptcy CLE. The Clerk may maintain a list of attorneys who have attended CLE for each calendar year. Those attorneys who fail to attend CLE in any given calendar year may be required to attend fees hearings.

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16. In view of the court's continued interest in promoting and rewarding attorney CLE, the court shall utilize a sliding scale to award compensation to chapter 13 debtors' attorneys. Commencing October 1, 2013 and continuing until modified or rescinded, the court may approve a "no look" fee in an amount not to exceed

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\$2,600.00 (a \$175.00 per hour presumptive hourly rate) for services rendered through confirmation. Attorneys who have and continue to personally attend bankruptcy education seminars (with at least seven hours of legal education attended) during the calendar year immediately prior to the date the chapter 13 was filed and who certify in writing as to the seminar(s) attended, and thus have attained chapter 13 expertise, may be awarded a "no look" fee up to \$3,200.00 (a

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\$220.00 per hour presumptive hourly rate) for services rendered through confirmation. Attorneys who are or become certified by the American Board of Certification ("ABC") may be awarded a "no look" fee up to \$3,650.00 (a \$250.00

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16. per hour presumptive hourly rate). These fees are not "entitlements" as there still may be simple consumer cases in which the attorney should request and will be awarded less than the "no look" fee stated above. Attorneys shall file with the court a copy of the fee agreement

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executed between the debtor and the debtor's attorney. If services are performed with a reasonable value in excess of the "no look" fees and are documented by the filing of an itemized fee application, covering both the initial "no look" fee awarded and the additional fees requested, upon review, the court may award fees in excess of the "no look" fees stated above.

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17. In complicated chapter 13 cases, the hourly rate will be determined on a case-by-case basis and the court may approve a higher presumptive hourly rate. If an attorney seeks an hourly rate higher than the presumptive chapter 13 hourly rate, upon request and submission of an application and itemized statement, a hearing will be scheduled to permit the attorney to prove the "reasonableness" of the higher requested hourly rate. The court will follow *In re Boddy*, 950 F.2d 334 (6th Cir. 1991); cf. *In re Williams*, 357 B.R. 434, 439 (B.A.P. 6th Cir. 2007).

18. The court may consider applications for fees and expenses on a notice and opportunity to object basis as permitted by the Local Bankruptcy Rules for the Bankruptcy Court for the Western District of Michigan. The court may, *sua sponte*, or upon the motion or objection of any party in interest or the United States Trustee after notice and hearing, order that payment of all, or some portion of, allowed interim fees be withheld for a specified period of time. Whenever payment of an applicant's fee has been deferred by the court, that applicant may file at any time a motion to rescind or modify the deferral. Motions to rescind or modify deferral shall be scheduled for hearing and heard by the court.

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19. In most cases, the reasonableness of the work done and the fee charged will depend upon the results attained. A part of the service to be performed by an attorney is to estimate, as to each prospective matter or proceeding, the probability of success, the amount to be realized and the overall benefit to debtor or creditors. Attorneys who routinely claim a "no look" fee award for simple cases which do not warrant payment of the "no look" fee may discover that the court may require itemization in all future cases.

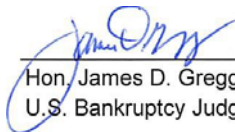
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The court will consider applications for allowance of compensation and reimbursement of expenses which comport with the guidelines set forth in this memorandum.

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Hon. Scott W. Dales  
Chief U.S. Bankruptcy Judge

  
Hon. James D. Gregg  
U.S. Bankruptcy Judge

**Exhibit 6**

**UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF MICHIGAN**

**Certificate Regarding Applications For Attorney  
Fees Beyond the “No Look” Fee  
In Accordance with LBR 2016-2(d)(1)**

I, \_\_\_\_\_ hereby ~~certify that I have attended the below-~~  
~~referenced seminars or obtained certification by the American Board of Certification in accordance with LBR~~  
2016-2(d)(1) and this Court’s fee memorandum effective January 1, 2010.

**Bankruptcy Educational Seminar(s) Attended:**

Date(s) of Attendance	Description of Seminar(s) (i.e.: FBA, ABL, etc.)
-----------------------	---

_____	_____
_____	_____
_____	_____
_____	_____

**American Board Certification:**

Date of Certification: \_\_\_\_\_

Dated: \_\_\_\_\_

Attorney Name \_\_\_\_\_  
Address Telephone \_\_\_\_\_  
Number \_\_\_\_\_  
Bar ID: \_\_\_\_\_

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**Exhibit 7**

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**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN**

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**In re:** \_\_\_\_\_ **SSN:** xxx-xx-\_\_\_\_ **Case No.** \_\_\_\_\_

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**ORDER TO EMPLOYER TO PAY THE TRUSTEE**

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**The Court finds that:**

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1. The above-named debtor has a proceeding pending in this Court for a wage-earner's plan under Chapter 13 of the Bankruptcy Code.
2. Pursuant to the Code requirements and the debtor's plan, the debtor has submitted all future earnings and wages to the exclusive jurisdiction of this Court for the purpose of consummating the plan.
3. Under the provisions of §§ 1306(a)(2) and 1322(a)(1) of the Bankruptcy Code, the debtor's employer may be required by court order to pay over that portion of the debtor's wages or earnings as may be needed to effectuate the plan.
4. Such an order is necessary and proper.

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**NOW, THEREFORE, IT IS ORDERED:**

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1. Until further order of this Court, the debtor's employer: \_\_\_\_\_ shall deduct from the debtor's earnings \$\_\_\_\_\_ per \_\_\_\_\_ pay period, beginning on the next pay day following receipt of this Order.
2. The debtor's employer shall continue to deduct a similar amount from each subsequent pay period – including any pay period in which the debtor receives a periodic or lump-sum payment of vacation, termination, or other benefits arising out of the debtor's present or past employment.
3. Debtor's employer shall immediately remit the sums so deducted to the Trustee appointed in this case, or to his or her successor in interest, as follows:

[Name and address of Chapter 13 Trustee's  
Payment Account, and line for signature  
Approval of Chapter 13 Trustee.] \_\_\_\_\_

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4. All of the debtor's earnings and wages—except amounts required to be withheld by federal, state, or local law; by any insurance, pension, retirement, or union-dues agreement between the employer and the debtor; or by order of the court—must be paid to debtor in accordance with the employer's usual payroll procedure.
5. The employer shall notify the trustee if the debtor's employment is terminated and shall state the reason for the termination.
6. The employer may not make a deduction from the debtor's earnings for any garnishment, wage assignment, credit union, or other purpose not specifically authorized by the Court; except the employer may make deductions for the Friend of the Court, if applicable, and (Other Possible Deductions).
7. This order supersedes all previous orders, if any, that may have been directed to the above-referenced employer in this case.

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**Dated:** \_\_\_\_\_  
\_\_\_\_\_  
Clerk of the Court for Bankruptcy Judge

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The undersigned certifies that a copy of the foregoing Payroll Order was served by regular, first-class mail addressed to the following:

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Trustee: See above  
Employer: See above  
Debtor:  
Attorney:

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Exhibit 8

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UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN

In re:

\_\_\_\_\_,  
Debtor(s)  
\_\_\_\_\_

Case No. \_\_\_\_\_  
Chapter 13  
Hon. \_\_\_\_\_  
Filed: \_\_\_\_\_

ORIGINAL CHAPTER 13 PLAN

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PREAMBLE

**To Debtors:** Plans that do not comply with local rules and judicial rulings may not be confirmable.

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

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

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

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

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

A limit on the amount of a secured claim, set out in Paragraph III.C.2.c and III.C.1.f., 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
Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Paragraph IV.R.	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
Nonstandard provisions, set out in Paragraph IV.R.	<input type="checkbox"/> Included	<input type="checkbox"/> Not included

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I. PLAN PARAMETERS

A. APPLICABLE COMMITMENT PERIOD (ACP) - 11 U.S.C. § 1325(b)(4).

( ) The ACP is 60 months.

( ) The ACP is 36 months. However, the duration of payments may be extended to complete the Plan.

B. LIQUIDATION ANALYSIS.

- The amount to be distributed to holders of allowed unsecured claims shall not be less than the value of the non-exempt equity of the Debtor(s) less the costs of sale. The liquidation value of the estate as required by 11 U.S.C. § 1325(a)(4) is \$\_\_\_\_\_.
- The estimated base amount to be paid to the general unsecured creditors is \$\_\_\_\_\_.

## II. FUNDING

- A. **PLAN PAYMENT.** The Debtor(s) shall make payments in the amount of \$\_\_\_\_\_ per ( ) week, ( ) bi-weekly, ( ) semi-monthly, ( ) monthly, and/or ( ) other (see Additional Plan Payment Provisions) for the minimum of the ACP.
- ( ) Additional Plan Payment Provisions:

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## III. DISBURSEMENTS

- A. **ADMINISTRATIVE CLAIMS.** The Debtor(s) shall pay in full, in deferred cash payments, all allowed claims entitled to priority under 11 U.S.C. § 507, including:
1. Court filing fee.
  2. Trustee fee.
  3. Attorney fees exclusive of costs and expenses: An initial fee of \$\_\_\_\_\_ less fees paid of \$\_\_\_\_\_, leaving a fee balance in the amount of \$\_\_\_\_\_ to be paid by the Trustee pursuant to the priorities set forth in paragraph IV.H of the Plan, unless otherwise marked below:
    - a. ( ) Attorney fees shall be paid at the rate of \$\_\_\_\_\_ per month until paid in full pursuant to paragraph IV.H of the Plan.
    - b. ( ) Attorney fees shall be paid after all necessary equal monthly payments on secured continuing claims, secured claims, assumed executory contract/unexpired lease claims which is a modification of paragraph IV.H.
  4. Expenses advanced to the Debtor(s) (paid by the attorney to the Clerk of the Court or the service provider) include:

\$\_\_\_\_\_ filing fee (enter amount or N/A);

\$\_\_\_\_\_ mandatory credit counseling or financial management class (enter amount or N/A); and

\$\_\_\_\_\_ other (explain and enter amount, or enter N/A).

### B. PRIORITY CLAIMS.

1. **Domestic Support Obligation (DSO)**<sup>1</sup>: Prepetition DSO payment arrears as of the petition date shall be paid directly by the Debtor(s) unless marked below:
- ( ) by the Trustee.

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#### Mandatory information:

Name of DSO Payee(s)	Monthly Amount	Estimated Arrears
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2. a. **Prepetition Priority Tax Claims:** Prepetition priority tax claims are allowed claims entitled to priority under 11 U.S.C. § 507 and shall be paid in full by the Trustee.

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#### Mandatory information:

Creditor Name	Estimated Amount <sup>2</sup>	Nature of Debt
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- b. **Post-Petition Priority Tax Claims:** Absent objection, post-petition priority tax claims shall be paid in full pursuant to 11 U.S.C. § 1305(a)(1) and (b). Any portion of a post-petition claim under 11 U.S.C. § 1305 that is not paid through the Plan for whatever reason, including dismissal or conversion to Chapter 7, will remain non-dischargeable, even if the Debtor(s) receive(s) a discharge.

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<sup>1</sup> The Debtor(s) will comply with 11 U.S.C. § 1325(a)(8) and shall, prior to confirmation of the Plan, provide the Trustee with an affidavit or other evidence (e.g., wage deduction, a statement from friend of the court, or a statement from the recipient) that all post-petition, pre-confirmation DSO payments are current.

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<sup>2</sup> The amount stated is an estimate only and the proof of claim controls as to the amount of the claim. This provision does not preclude any party in interest from filing an objection to the claim.

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**3. Other Priority Claims and Plan Treatment:**

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**C. SECURED CLAIMS.**

**1. Real Property:**

- a. Mortgage Payments:** Unless otherwise stated, the Trustee shall commence paying the first post-petition mortgage payment on the first day of the month following the month of the petition date.
- b. Principal Residence Post-Petition Mortgage Payments and Prepetition Arrears:** The following is the street address and the tax ID parcel no. for the principal residence of the Debtor(s):

Property No. 1 \_\_\_\_\_ Property No. 2 \_\_\_\_\_

Creditor Name	Estimated Monthly Payment Amount <sup>3</sup>	Estimated Arrears <sup>4</sup>	Taxes & Insurance Escrowed With Lender <sup>5</sup> Y/N
#1			
#2			

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- c. Non-Residential Post-Petition Mortgage Payments and Prepetition Arrears:** The following is the street address and the tax ID parcel no. for the non-residential real property of the Debtor(s):

Property No. 1 \_\_\_\_\_ Property No. 2 \_\_\_\_\_

Creditor Name	Estimated Monthly Payment Amount <sup>iii</sup>	Estimated Arrears <sup>iv</sup>	Taxes & Insurance Escrowed With Lender? Y/N
#1			
#2			

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- d. Prepetition Real Property Tax Claims:** Claims of taxing authorities on real property pursuant to State law will be paid pro-rata as set forth in paragraph IV.H unless a fixed monthly payment is set forth below after the post-petition on-going mortgage payment(s).<sup>5</sup>

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Taxing Authority	Amount	Delinquent Tax Years	Optional Equal Monthly Payment

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**e. Real Property Tax Escrow:**

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The Debtor(s) will not utilize a tax escrow with the Trustee unless marked below.

( ) The Debtor(s) will utilize a tax escrow through the Plan. The Debtor(s) must provide the tax bill to the Trustee and verify taxes are paid each year until completion of the Plan. Tax escrow accounts will fund after on-going monthly mortgage payments but prior to other secured creditors.

Real Property Address	Parcel Number	Taxing Authority	Monthly Escrow Amount

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<sup>3</sup> The monthly payment amount is an estimate and the Trustee shall pay the monthly payment amount based on the proof of claim as filed. The Plan authorizes the Trustee to make post-petition regular mortgage or land contract payments prior to the proof of claim being filed. This provision does not preclude any party in interest from filing an objection to the claim.

<sup>4</sup> The amount of prepetition arrears is an estimate and the Trustee shall pay the prepetition arrears based on the proof of claim as filed. Any claim filed for prepetition arrears shall be paid through the Plan over a reasonable period of time and pro-rata with other secured creditors without interest.

<sup>5</sup> Any creditor in this class shall retain its lien on the real property pursuant to applicable State law and shall be entitled to receive its statutory interest and collection fees as set forth in its proof of claim.

**f. Wholly Unsecured Liens:** The following claims shall be treated as unsecured by this Plan because there is no equity in the property to secure the claim. Upon completion of the Plan, the lien shall be discharged and removed from the property. The Debtor(s) may move under Fed. R. Bankr. P. 7070, on notice to the holder of such a claim who refuses to release the lien, for an order declaring the lien released and for related relief. These claims are as follows:

Property Address	Creditor	Claim Amount <sup>6</sup>	Property Value	Senior Lien Amount
▲				
▲				

**2. Personal Property:**

**a. Pre-Confirmation Adequate Protections Payments (APP):** If the Trustee is to pay pre-confirmation APP the secured creditor's name, address, the account number and the payment amount must be provided and it must be signified by entering the monthly payment amount in the box marked "Pre-Conf. APP" under b. or c. of this paragraph. The Trustee will not disburse an APP until a proof of claim is filed with documentation of a perfected lien satisfactory to the Trustee.

**b. Secured Claims Subject to Final Paragraph of 11 U.S.C. § 1325(a):** Each secured creditor in this class has a lien that is not subject to 11 U.S.C. § 506<sup>7</sup>. Claims in this class shall be paid as follows plus an additional pro-rata amount that may be available from funds on hand at an interest rate specified below or the contract rate specified in the proof of claim, whichever is lower.

Creditor, Address & Account No.	Collateral	Balance Owed	Interest Rate	Pre-Conf. APP	Equal Monthly Payment
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**c. Secured Claims Subject to 11 U.S.C. § 506<sup>8</sup>:** Claims in this class shall be paid as follows plus an additional pro-rata amount that may be available from funds on hand at an interest rate specified below or the contract rate specified in the proof of claim whichever is lower. Creditor will be paid the fair market value (FMV) as a secured claim and any balance due as a general unsecured claim.

Creditor, Address & Account No. <sup>9</sup>	Collateral	FMV	Interest Rate	Pre-Conf. APP	Equal Monthly Payment
▲					
▲					

**3. Secured Claims of Taxing Authorities:** Secured claims of taxing authorities shall be paid as follows:

<sup>6</sup> This is the estimate of the Debtor(s) as to the amount owing to the creditor. The proof of claim shall control as to amount of the claim. This provision does not preclude any party in interest from filing an objection to the claim.

<sup>7</sup> Such a claim is not subject to "cramdown" and will be paid the full balance owing. If the collateral is a motor vehicle and is destroyed, the Debtor(s), with consent from the secured creditor and Trustee, or by order of the Court, may use the collateral insurance proceeds to purchase replacement collateral, to which the creditor's lien shall attach.

<sup>8</sup> If the collateral is a motor vehicle and is destroyed, the Debtor(s), with consent from the secured creditor and Trustee or by order of the Court, may use the collateral insurance proceeds to purchase replacement collateral, to which the creditor's lien shall attach.

<sup>9</sup> If the creditor files a proof of claim with a balance owing which is different from the amount listed above, the proof of claim shall control as to the amount of the debt, unless a party in interest objects to the proof of claim.



Creditor & Address	Collateral Real/Personal Property	Secured Claim Amount <sup>10</sup>	Interest Rate <sup>11</sup>	Equal Monthly Payment

4. **Collateral to Be Surrendered/Executory Contracts to Be Rejected:** The property listed below is surrendered to the creditor, and the executory contracts/unexpired leases are rejected:

Creditor	Property/Contract Description

The automatic stay shall be terminated upon entry of the confirmation order and any deficiency claim or claim arising from rejection shall be treated as a general unsecured claim, subject to paragraph IV.G.

5. **Junior Lien Holders on Surrendered Property:** If a creditor holding a junior lien has filed a secured proof of claim, such claim shall be treated as a general unsecured claim if the value of the property, set forth below in the column entitled "Property Value," is equal to or less than the amount of the senior secured claim, absent an objection. These creditors are as follows:

Creditor, Address & Account No.	Property Address	Claim Amount <sup>x</sup>	Property Value	Senior Lien Amount

- D. **ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES.** The following executory contracts and/or unexpired leases, including land contract(s), are assumed:

Creditor, Address & Account No.	Property Description	Monthly Payment Amount	No. of Months Remaining	Cure Amount

- E. **DIRECT PAYMENT BY THE DEBTOR(S) OF THE FOLLOWING DEBTS.** All claims shall be paid by the Trustee unless listed herein:

Creditor, Address & Account No.	Collateral/Obligation	Balance Owed	Interest Rate

- F. **UNSECURED CREDITORS.**

**General Unsecured Creditors:** Claims in this class are paid from funds available after payment to all other classes. The allowed claims of general unsecured creditors will be satisfied by:

- ( ) Payment of a dividend of 100%, plus present value of \_\_\_\_% interest, if necessary to satisfy 11 U.S.C. § 1325(a)(4), **OR**
- ( ) Payment of a pro-rata share of a fixed amount of \$ \_\_\_\_\_ or payment from all disposable income to be received by the Debtor(s) in the ACP, whichever pays more. This fixed amount shall be reduced by additional administrative expenses including attorney fees approved under 11 U.S.C. § 330(a).

<sup>10</sup> The amount stated is an estimate only and the proof of claim controls as to the amount of the claim. This provision does not preclude any party in interest from filing an objection to the claim.

<sup>11</sup> The interest rate on tax claims that is in effect during the calendar month in which the plan is confirmed shall control. 11 U.S.C. § 511(b). The Trustee has the authority to make adjustments to its records to comply with the Bankruptcy Code.

However, this fixed amount shall not be reduced below the liquidation value specified in paragraph I.B.

- G. **SPECIAL UNSECURED CREDITORS.** The special unsecured claims listed below are an exception pursuant to 11 U.S.C. § 1322(b)(1) and may include, but are not limited to, non-sufficient funds (NSF) checks, continuing professional services and non-dischargeable debts (e.g., student loans, criminal fines).<sup>12</sup> These special unsecured claims shall be paid as follows:

**In a 36 month ACP case with the base to general unsecured creditors paid within 36 months,** the special unsecured creditors will be paid pro rata with other general unsecured claims during the first 36 months and then that portion of the special unsecured creditor's claim that can be paid during the remainder of the 60 months from the date the first Plan payment is due will be paid exclusive of all other general unsecured claims during the remaining 60 months.

**In a 36 month ACP case with the base to general unsecured creditors paid beyond 36 months,** the special class unsecured creditors will be paid pro rata with other general unsecured claims during the first 36 months and until the specific fixed base amount to the general unsecured creditors is satisfied and then that portion of the special unsecured creditor's claim that can be paid during the remainder of the 60 months from the date the first Plan payment is due will be paid exclusive of all other general unsecured claims during the remaining 60 months.

**In a 60 month ACP case,** special unsecured creditors will be paid pro rata with the general unsecured creditors during the 60 months.

Special Unsecured Creditor Name	Reason For Special Treatment	Interest Rate
▲		
▲		

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#### IV. GENERAL PROVISIONS

- A. **DISPOSABLE INCOME, TAX RETURNS & TAX REFUNDS.** Debtor(s) submit(s) all or such portion of future earnings or other future income of Debtor(s) to the supervision and control of the Trustee as is necessary for the execution of the Plan. Unless this Plan provides for a dividend of 100% to all allowed general unsecured claims, the Debtor(s) shall pay all disposable income as defined in 11 U.S.C. § 1325(b) during the ACP. Unless otherwise provided in this Plan, Debtor(s) shall remit to the Trustee tax returns and tax refunds and other disposable income for the ACP for administration pursuant to the Plan or as otherwise ordered by the Court. Income tax refunds and other disposable income paid to the Trustee in a Plan with a 36 month ACP will operate to decrease the term of the Plan to the ACP but not below the 36 month ACP, rather than increase the dividend paid to general unsecured creditors. The Debtor(s) shall continue the same level of tax deductions as when the case was filed except as affected by changes in dependents and/or marital status.

Based on the disposable income available, the Trustee shall have the discretion without further notice to creditors to:

1. Increase the percentage to the unsecured creditors as a result of additional payments made under this provision subject to the limitation set forth in this paragraph;
2. Reduce the term of the Plan but not below the ACP; and
3. Determine if available funds are not disposable income when the Debtor(s) provide(s) the Trustee with supporting documentation.

- B. **VESTING OF ESTATE PROPERTY.** Upon confirmation of the Plan, all property of the estate shall remain property of the estate until discharge unless marked below:

( ) Pursuant to 11 U.S.C. § 1327(b) upon confirmation of the Plan, all property of the estate shall vest in the Debtor(s), except (i) future earnings of the Debtor(s); (ii) additional disposable income, and (iii) other real and personal property necessary to fund the Plan which is identified as follows:

Regardless of whether any real or personal property is vested in the Debtor(s) or the estate, insurance proceeds derived from such real or personal property shall be deemed property of the estate. Subject to footnotes vii and viii of paragraph III.C.2, such insurance proceeds may be used by the Debtor(s), upon prior Court approval, to purchase replacement collateral.

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<sup>12</sup> If the table below is blank, or this case has a 60 month ACP, then there will be no special treatment for special unsecured creditors.

In any case, all property of which Debtor(s) retain(s) possession and control shall be insured by the Debtor(s). The Trustee is not required to insure property and has no liability for damage or loss to any property in the possession and control of the Debtor(s).

**C. POST-PETITION ACTION BY DEBTOR(S).**

1. **Post-Petition Sale of Property of Estate:** In the event that the Debtor(s) seek(s) to sell, before entry of the discharge, property of the estate constituting personal property with a value in excess of \$2,500, or any real property regardless of value, the Debtor(s) shall request prior Court approval pursuant to 11 U.S.C. § 363 and any applicable rules.
2. **Post-Petition Sale of Property of Debtor(s):** In the event that the Debtor(s) seek(s) to sell, before entry of the discharge, personal property of the Debtor(s) with a value in excess of \$2,500, or any real property regardless of value, the Debtor(s) shall seek prior Court approval with notice to any parties in interest as the Court may direct.
3. **Post-Petition Incurrence of Debt by Debtor(s) and Related Relief:** Upon the prior written approval of the Trustee, the Debtor(s) may incur post-petition debt for a motor vehicle, whether through financing or lease transaction. The Debtor(s) may trade in an existing motor vehicle provided that the Debtor(s) satisfy in full any obligations related to such motor vehicle. The Debtor(s) may incur other, similar post-petition debt as allowed by the Court.

**D. UNSCHEDULED CREDITORS FILING CLAIMS.** If a creditor's claim is not listed in the schedules, but the creditor files a proof of claim, the Trustee is authorized to classify the claim into one of the classes under this Plan and to pay the claim within the class, unless the claim is disallowed.

**E. LATE FILED CLAIMS.** If a claim is not timely filed, the Trustee may in his/her discretion provide notice of intent to pay the claim.

**F. LIMITATION ON NOTICES.**

1. **General:** If the Debtor(s) file(s) a plan modification pursuant to 11 U.S.C. § 1329 or a motion requesting relief, the plan modification or motion, and appropriate notice thereof, shall be served on (a) the Trustee, (b) the United States Trustee, and (c) any party or entity adversely affected by the plan modification or request for relief. If service under (c) requires service on the creditor matrix, subsequent to the claims bar date pursuant to Fed. R. Bankr. P. 3002, service may be made on creditors that hold claims for which proofs of claim have been filed, and any governmental unit that is a creditor in the case.
2. **Fee Applications:** Subsequent to the claims bar date pursuant to Fed. R. Bankr. P. 3002, if an attorney for the Debtor(s) files an application for compensation pursuant to 11 U.S.C. § 330, the application, including appropriate notice and an opportunity to object, shall be served on (a) the Trustee, (b) the Debtor(s), and (c) the United States Trustee. Appropriate notice of the application, including an opportunity to object in the same form as attached to the Local Bankruptcy Rules, shall be served on (a) creditors that hold claims for which proofs of claim have been filed, and (b) any governmental unit that is a creditor in the case.

If service is made pursuant to this paragraph, the Debtor(s) shall file a certificate of service specifying parties and entities served.

**G. CLAIMS AND AMENDED CLAIMS.** If a proof of claim is filed and Trustee has previously made a distribution to general unsecured creditors, the claim shall be entitled to the same pro rata distribution as that previously paid to general unsecured claims, to the extent possible, even if the base to general unsecured claims exceeds the amount stated in the confirmed Plan. The Trustee shall not be required to recover any overpayments to general unsecured creditors as a result of the filing of the aforementioned claims.

1. With respect to secured claims filed by creditors holding liens in real property surrendered pursuant to the Plan, each such secured creditor must file a proof of claim asserting its unsecured deficiency, if any, by no later than 90 days after any disposition, including a foreclosure sale. The proof of claim for any deficiency must be conspicuously identified as an "UNSECURED DEFICIENCY CLAIM." Attached to the proof of claim for the deficiency amount must be a detailed statement providing that the property was disposed of, the amount of the sale proceeds, a summary of costs incurred in connection with the disposition, and the unsecured deficiency balance remaining. This proof of claim must be filed even though a previous secured or unsecured claim was asserted prior to the disposition of the property. The failure to timely file a deficiency claim shall preclude the secured creditor from receiving further distributions under the Plan and such secured creditor's claim shall be subject to discharge.
2. With respect to secured claims filed by creditors holding liens in personal property surrendered pursuant to the Plan and non-debtor counterparties whose executory contracts or unexpired leases are rejected under the Plan, each such secured creditor or non-debtor counterparty must file a claim asserting its unsecured deficiency or rejection damages, if any, by no later than 180 days after entry of the order confirming the

Plan. The proof of claim for any deficiency or rejection damages must be conspicuously identified on the proof of claim as an “UNSECURED DEFICIENCY CLAIM” or a “REJECTION DAMAGES CLAIM,” as applicable. Attached to the proof of claim for the deficiency or rejection damages must be a detailed statement providing, if applicable, the date the property was disposed of, the rejection damages, the amount of any sale proceeds, a summary of costs incurred in connection therewith, and the unsecured deficiency balance remaining. This proof of claim must be filed even though a previous secured or unsecured claim was asserted prior to the surrender, rejection, or disposition of the property or rejection of the executory contract or unexpired lease. The failure to timely file a deficiency or rejection damages claim means that such creditor or non-debtor counterparty shall be precluded from receiving further distributions under the Plan and such claim shall be subject to discharge.

3. A claimant treated as holding a wholly unsecured claim pursuant to paragraph III.C.1.f shall file a proof of claim within the time prescribed in Fed. R. Bankr. P. 3002(c), and any such claimant who does not file a proof of claim is not entitled to receive a distribution under the Plan. If such claimant files a secured proof of claim, the Trustee is authorized to treat such claimant as holding an unsecured claim.

#### **H. TRUSTEE POST-CONFIRMATION DISBURSEMENT.**

1. **Priority of Payments:** Unless otherwise specifically stated in the Plan, the following categories of claims will be paid in the following order (on a pro-rata basis within each category):
  - a. unpaid court filing fees, regardless of any Plan provision to the contrary;
  - b. trustee administrative fee;
  - c. allowed DSO claims paid through the Plan;
  - d. attorney fees and expenses, as allowed by an Order of the Court, subordinated to monthly continuing claims payments covered under 11 U.S.C. § 1322(b)(2);
  - e. continuing, long-term, nonmodifiable allowed claims<sup>13</sup>;
  - f. other allowed secured claims (including arrears) and allowed claims arising from assumed executory contracts or unexpired leases (including any cure) with respect to which (i) the last payment will become due within the term of the Plan; and (ii) the Plan provides for equal monthly payments;
  - g. arrears on continuing claims and other secured claims for which the Plan does not specify equal monthly payments;
  - h. allowed priority unsecured claims; and
  - i. allowed general unsecured claims.
2. **Post-Petition Mortgage Payments:** If the Plan directs the Trustee to make any post-petition mortgage payment, the Trustee may:
  - a. modify the on-going mortgage payment upon receiving a notice pursuant to Fed. R. Bankr. P. 3002.1(b);
  - b. increase the Plan payment by the amount of any mortgage payment increase plus additional trustee commission for any mortgage increase;
  - c. amend a wage order or ACH payment amount for such increase with notice to the employer or ACH payor, Debtor(s) and the attorney for the Debtor(s); and
  - d. adjust the post-petition mortgage or land contract payment date, or the date through which any arrears or cure is calculated, as needed to conform to any proof of claim filed by the mortgagee or land contract vendor.
3. **Initial Disbursement Date:** Except as otherwise stated in this Plan, a payment designated as equal monthly payments on secured claims, executory contracts/unexpired leases, priority unsecured claims, attorney fees, and tax escrow accruals shall be deemed to commence the first day of the month following the month of the petition date.

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<sup>13</sup> Claims in this category include non-modifiable claims, including allowed secured claims, on which the last payment is due after the term of the Plan, and for which the Plan provides for a set monthly payment (subject to adjustment as set forth below). This category includes residential mortgage obligations, land contract obligations, and other long term, non-modifiable obligations under assumed executory contracts/unexpired leases.

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**I. TAX RETURNS.** All tax returns due prior to the petition date have been filed, except: \_\_\_\_\_.

**J. DEBTOR(S) ENGAGED IN BUSINESS.**

1. Any Debtor who is self-employed and incurs trade credit in the production of income shall comply with 11 U.S.C. § 1304 regarding operation of the business and any order regarding the continuation of a business operation entered in this case;
2. Any Debtor who, directly or indirectly, holds a controlling interest in a limited liability company, partnership or other corporation that incurs trade credit in the production of income, or who is otherwise in control of such an entity, shall cause the entity to comply with 11 U.S.C. 1304(c) and any order regarding continuation of a business operation entered in this case as if the Debtor were "engaged in business" within the meaning of that section;
3. The duties listed in 11 U.S.C. § 1304(c) are imposed on any Debtor described in this Paragraph IV.J, and are incorporated herein by reference.

**K. EFFECT OF ADDITIONAL ATTORNEY FEES BEYOND THE NO LOOK FEE.** Any attorney fees and expenses beyond the no-look fee shall be paid as administrative expenses and shall not be paid out of the base previously disbursed to general unsecured creditors. The Trustee shall not recover funds disbursed to general unsecured creditors to satisfy any administrative expenses awarded to the attorney for the Debtor(s).

**L. PLAN REFUNDS.** The Trustee may agree to reasonable refunds to the Debtor(s) from the funds paid to the Trustee. The Plan duration may be extended to repay all such refunds. The trustee may require the Debtor(s) to file an amendment to the Plan.

**M. TRUSTEE'S AVOIDANCE POWERS.** The Debtor(s) acknowledges that the Trustee has discretion to utilize certain powers under Chapter 5 of the Bankruptcy Code. Notwithstanding any other language in this Plan, no lien shall be involuntarily avoided unless an adversary proceeding is filed, except that judicial liens may be avoided pursuant to 11 U.S.C. § 522(f) in connection with confirmation of the Plan upon proper notice. The Debtor(s) may not commence any avoidance action without court authorization or written consent of the Trustee. The Debtor(s) acknowledge(s) that any avoidance actions are preserved for the benefit of the estate pursuant to 11 U.S.C. § 551.

**N. LIEN RETENTION.** With respect to each allowed secured claim provided for by the Plan, the holder of such claims shall retain the lien securing such claim until the earlier of (i) the underlying debt determined under applicable non-bankruptcy law is paid in full, or (ii) entry of the discharge; provided, however, that entry of the discharge shall not release a lien that secures a claim subject to treatment under 11 U.S.C. § 1322(a)(5). Upon the occurrence of (i) or (ii) above, the holder shall release its lien and provide written evidence of the same to the Debtor(s) within 30 days after (i) or (ii) above. Notwithstanding the foregoing, if this case of the Debtor(s) under Chapter 13 is dismissed or converted without completion of the Plan, the holder of such claim shall retain its lien to the extent recognized by applicable non-bankruptcy law.

**O. MODIFICATION OF THE AUTOMATIC STAY.** Upon the filing of a motion for relief from the automatic stay, the Trustee shall suspend disbursement of funds to that creditor but shall hold said funds until further order of the Court. Upon entry of an order modifying the automatic stay and unless otherwise provided for in such order, the Trustee shall not disburse held or on-going payments to that creditor on that claim, until creditor files an amended claim or Debtor(s) file(s) an amended Plan directing the Trustee how to pay creditor's claim. Such amended proof of claim or Plan amendment shall be filed within 120 days after entry of the order modifying the automatic stay. An amended claim filed by such creditor shall be afforded the same secured status as provided for under the Plan. If a creditor fails to file an amended claim or Debtor(s) fail(s) to file an amended Plan directing the Trustee how to pay creditor's claim within 120 days of the entry of the order modifying the automatic stay, any held amounts shall be released for the benefit of the other creditors in accordance with the confirmed Plan and Trustee shall cease holding any future funds for on-going payments on such claim unless otherwise ordered by the Court. However, if a creditor files a claim after the order modifying the automatic stay and the confirmed Plan directed that such creditor was to be paid directly by Debtor(s) on such claim, such claim will not be paid by the Trustee.

**P. NOTICE OF FEES, EXPENSES AND CHARGES PURSUANT TO FED. R. BANKR. P. 3002.1.** The claim evidenced by notice of fees, expenses and charges pursuant to Fed. R. Bankr. P. 3002.1 will be treated as a separate debt or claim consistent with treatment of the underlying claim provided for under the Plan.

**Q. NON-APPLICABILITY OF FED. R. BANKR. P. 3002.1.** The requirements and provisions of Fed. R. Bankr. P. 3002.1 shall not apply to the Trustee in any chapter 13 case where the Plan as confirmed surrenders property to the creditor as provided in 11 U.S.C. § 1325(a)(5)(C) or proposes that Debtor(s) pay the creditor directly or to any claim as to which the automatic stay is modified for purposes of allowing the secured creditor to exercise its rights and remedies pursuant to applicable non-bankruptcy law.

R. **NONSTANDARD PROVISIONS.** Nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in this Model Plan or deviating from it. Nonstandard provisions set out elsewhere in this Plan are ineffective and void. The following Plan provisions will be effective only if there is a check in the box “Included” in the Preamble.

BY FILING THIS DOCUMENT, THE ATTORNEY FOR THE DEBTOR(S) OR DEBTOR(S) THEMSELVES, IF NOT REPRESENTED BY AN ATTORNEY, ALSO CERTIFY(IES) THAT THE WORDING AND ORDER OF THE PROVISIONS IN THIS CHAPTER 13 PLAN ARE IDENTICAL TO THOSE CONTAINED IN THE APPROVED MODEL PLAN PURSUANT TO LOCAL BANKRUPTCY RULE 3015(d) FOR THE WESTERN DISTRICT OF MICHIGAN BANKRUPTCY COURT, OTHER THAN ANY NONSTANDARD PROVISIONS INCLUDED IN PARAGRAPH IV.R.

Date: \_\_\_\_\_  
\_\_\_\_\_, Debtor

Date: \_\_\_\_\_  
\_\_\_\_\_, Debtor

Date: \_\_\_\_\_  
\_\_\_\_\_, Counsel  
for the Debtor(s)

**Exhibit 9**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MICHIGAN**

In re:

\_\_\_\_\_

Debtor.

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

Chapter 11

Hon. \_\_\_\_\_

**COVER SHEET FOR MOTION TO USE CASH  
COLLATERAL OR TO OBTAIN CREDIT**

The debtor has filed a motion to use cash collateral or to obtain postpetition financing, which is attached to this Cover Sheet. In accordance with LBR 4001-2(b), the debtor has identified below, by page and paragraph number, the location in the proposed order accompanying the motion of each of the following provisions:

<b>Provision</b>	<b>Contained in Proposed Order</b>	<b>Location in Proposed Order</b>
<u>(1) Provisions that grant liens on the estate's claims and causes of action arising under Chapter 5 of the Code.</u>	<input type="checkbox"/> Yes  <input type="checkbox"/> No	Page ____, ¶ __
<u>(2) Provisions that grant cross-collateralization protection to the prepetition secured creditor (i.e., clauses that secure prepetition debt with categories of collateral that were not covered by the secured party's lien prepetition) other than liens granted solely as adequate protection against diminution in value of a prepetition creditor's collateral.</u>	<input type="checkbox"/> Yes  <input type="checkbox"/> No	Page ____, ¶ __
<u>(3) Provisions that establish a procedure or conditions for relief from the automatic stay.</u>	<input type="checkbox"/> Yes  <input type="checkbox"/> No	Page ____, ¶ __

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(4) Provisions regarding the validity or perfection of a secured creditor's prepetition liens or that release claims against a secured creditor.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page ____, ¶ __
(5) Provisions that prime any lien without that lienholder's consent.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page ____, ¶ __
(6) Provisions that relate to a sale of substantially all of the debtor's assets.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page ____, ¶ __
(7) Provisions for the payment of professional fees of the debtor or any committees, including any carve-outs for such payments.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page ____, ¶ __
(8) Provisions for the payment of prepetition debt.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page ____, ¶ __
(9) Provisions that waive the debtor's exclusive right to file or solicit acceptances of a plan during the time periods specified in 11 U.S.C. § 1121.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page ____, ¶ __
(10) Provisions that require the debtor's plan to be on terms acceptable to the secured creditor.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page ____, ¶ __
(11) Provisions that require or prohibit specific terms in the debtor's plan.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page ____, ¶ __
(12) Provisions establishing that proposing a plan inconsistent with the order constitutes a default.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page ____, ¶ __
(13) Provisions that waive surcharge under 11 U.S.C. § 506(c).	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page ____, ¶ __

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<p>▲ (14) Provisions that address the rights and obligations of guarantors or co-obligors.</p>	<p>_____ Yes</p> <p>_____ No</p>	<p>Page _____, ¶ _____</p>
<p>▲ (15) Provisions that prohibit the debtor from seeking approval to use cash collateral without the secured creditor's consent.</p>	<p>_____ Yes</p> <p>_____ No</p>	<p>Page _____, ¶ _____</p>
<p>▲ (16) Provisions that purport to bind a subsequent trustee.</p>	<p>_____ Yes</p> <p>_____ No</p>	<p>Page _____, ¶ _____</p>
<p>▲ (17) Provisions that obligate the debtor to pay any of a secured creditor's professional fees.</p>	<p>_____ Yes</p> <p>_____ No</p>	<p>Page _____, ¶ _____</p>

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

\_\_\_\_\_  
[Debtor's counsel]

**Exhibit 10**

**UNITED STATES BANKRUPTCY COURT FOR  
THE  
WESTERN DISTRICT OF MICHIGAN**

In re:

Case Number: \_\_\_\_\_  
Date of Filing: \_\_\_\_\_  
Chapter 7

Debtor(s)

**DEBTOR'S MOTION TO DEFER ENTRY OF DISCHARGE**

Pursuant to Fed. R. Bankr. P. 4004(c)(2), the undersigned requests that this Court issue an order deferring entry of a Discharge pursuant to 11 U.S.C. § 727 for:

☐ For 30 days after entry of the Order approving Debtor's Motion to Defer Entry of Discharge.

☐ Until \_\_\_\_\_

The following circumstances constitute cause to defer entry of the discharge:

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

Date: \_\_\_\_\_  
Debtor/Debtor's Attorney

Date: \_\_\_\_\_  
Joint Debtor (if any)/Attorney

**ORDER**

☐ Denied.

☐ Granted.

Date: \_\_\_\_\_  
Daniel M. LaVille, Clerk of Court

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Exhibit 11

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MICHIGAN

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In re:

Case No.  
Chapter 13

Debtor.

Hon. \_\_\_\_\_

DEBTOR'S CERTIFICATION REGARDING  
DOMESTIC SUPPORT OBLIGATIONS

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The debtor in the above-referenced matter certifies as follows:

Debtor

Spouse

☐☐

I have not been required by a judicial or administrative order, or by statute, to pay any Domestic Support Obligation as defined in 11 U.S.C. § 101(14A), either before this proceeding was filed, or at any time after the date of filing.

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- OR -

Debtor

Spouse

☐☐

I have paid all amounts that I am required to pay under any judicial or administrative order, or statute, for a Domestic Support Obligation as defined in 11 U.S.C. § 101(14A), including all amounts that came due after the petition was filed and pre-petition arrears to the extent provided for in the plan.

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I declare under penalty of perjury that the information provided in this Certificate is true and correct.

Dated: \_\_\_\_\_

Debtor

Dated: \_\_\_\_\_

Joint Debtor (if applicable)

**Exhibit 12**

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**UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF MICHIGAN**

IN RE:

Case No.: \_\_\_\_\_

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\_\_\_\_\_  
Debtor(s)/

**NOTICE OF RIGHT TO DEMAND HEARING, ABANDONMENT OF PROPERTY,  
AND ORDER DISALLOWING SECURED CLAIMS**

The undersigned Trustee intends to abandon the property listed below which is either burdensome or of inconsequential value to the estate:

IN ACCORDANCE with Section 554, the above property will be deemed abandoned on the fifteenth (15<sup>th</sup>) day after the date of service shown below, unless a written objection to said abandonment and request for hearing thereon is filed with the U. S. Bankruptcy Court, Western District of Michigan, One Division Ave., N, Room 200, Grand Rapids, Michigan 49503 prior to said date. In the event such an objection and request for hearing is filed, a date and place of hearing will be set and further notice given to interested parties.

IT IS REQUESTED that a copy of this notice be served upon all parties in interest listed in the court records of this case.

\_\_\_\_\_  
Trustee

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IT IS HEREBY ORDERED that if no objection to the abandonment is filed as provided above, without further order of this court, any secured claim now filed claiming a security interest in the above property is disallowed because of the abandonment. Such secured creditors will have thirty (30) days from the date of service indicated below to file a proof of claim as an unsecured creditor, provided such creditor is entitled to assert a claim for the unpaid balance following repossession of the security, or such creditor may file its estimated deficiency claim within the aforesaid time subject to amendment prior to closing of the estate showing exact deficiency balance due.

\_\_\_\_\_  
Daniel M. LaVille, Clerk of Court

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Served upon all creditors and interested parties listed on case matrix by: \_\_\_\_\_

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

Exhibit 13

**United States Bankruptcy Court  
Western District of Michigan**

{INSERT BANKRUPTCY CASE/ADVERSARY PROCEEDING CAPTION}

**APPLICATION TO PROCEED WITH PRO BONO MEDIATION  
(WITHOUT PAYING FEES OR COSTS)**

I declare, under penalty of perjury, that I am unable to pay the fees or costs of these proceedings and I am entitled to the relief requested. In support of this application, I make the following representations under penalty of perjury.

1. *Current bankruptcy case.* If you are a debtor in a case currently pending, please state the case number, chapter (chapter 7, 11, 12 or 13), and district in which it is pending:

\_\_\_\_\_  
(Case Number) (Chapter) (District)

Additionally, for the remaining questions, you may provide copies of your schedules and note any additional information which is required, or any updates or changes.

2. *Income from employment.* I am employed/not employed (circle one). If employed, answer the following questions.

- a. My employer's name and address are: \_\_\_\_\_
- b. My gross pay or wages are \$ \_\_\_\_\_, and my take-home pay or wages are \$ \_\_\_\_\_ per (specify pay period) \_\_\_\_\_.
- c. I do/do not (circle one) expect a change in income in the next 12 months.

3. *Other income.* I have received (in the past 12 months) or will receive (in the next 12 months), money from the following sources (check all that apply):

<u>Past 12 mos.</u>	<u>Next 12 mos.</u>	
<input type="checkbox"/>	<input type="checkbox"/>	Business, profession, or other self-employment
<input type="checkbox"/>	<input type="checkbox"/>	Rent payments, interest or dividends
<input type="checkbox"/>	<input type="checkbox"/>	Pension, annuity or life insurance payments
<input type="checkbox"/>	<input type="checkbox"/>	Disability, or worker's compensation payments
<input type="checkbox"/>	<input type="checkbox"/>	Gifts or inheritances
<input type="checkbox"/>	<input type="checkbox"/>	Tax refunds
<input type="checkbox"/>	<input type="checkbox"/>	Per capita or other payments from a Tribe, Band, etc.
<input type="checkbox"/>	<input type="checkbox"/>	Any other sources (describe): _____

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*Pro Bono Mediation Application* Case No. \_\_\_\_\_ A/P No. (if any) \_\_\_\_\_

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If you checked a box for any of the above sources of money, describe below (or on separate pages) each and every source of money you have received, the amount you have received, and any amounts you expect to receive in the future.

4. Amount of money I have in cash or in any checking or savings accounts: \$ \_\_\_\_\_

5. I own the following property (describe the property and its approximate value, and include any automobile, real estate, stock, bond, security, trust, jewelry, art work, or other financial instrument or thing of value, and including any item of value held in someone else's name):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. My regular monthly expenses for housing, transportation, utilities, loan payments and all other regular monthly expenses are (describe and provide the amount of the monthly expenses here or on another sheet):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Names (or, if under 18, initials only) of all persons who are dependent on me for support, my relationship with each person, and how much I contribute to their support:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Any debts or financial obligations (describe the amounts owed and to whom they are payable):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Declaration:** I declare under penalty of perjury that the above information is true. I understand that a false statement may result in dismissal of my claims or entry of a default judgment against me.

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

\_\_\_\_\_  
Applicant's signature

**Exhibit 14**

**United States Bankruptcy Court  
Western District of Michigan**

**APPLICATION TO SERVE AS QUALIFIED NEUTRAL**

The undersigned hereby certifies under penalty of perjury:

(1) I am willing to serve as a Neutral and to undertake to evaluate or mediate settlement of matters subject only to unavailability due to conflicts, personal or professional commitments, or other matters which would make such service inappropriate.

(2) I am, and have been, a member in good standing of the bar of the United States District Court for the Western District of Michigan, and have regularly practiced in Bankruptcy Court for at least 10 years.

(3) I have served as the principal attorney of record in active matters in at least 10 bankruptcy cases (without regard to the party represented) from case commencement to the earlier of the date of the application or conclusion of the case, or I have served as the principal attorney of record for a party in interest in at least 10 adversary proceedings or contested matters from commencement through conclusion.

(4) I have completed the required 40-hour mediation training provided or approved by the Court and have attached a certificate of completion. (A court-approved training program includes a 40-hour program approved by the U.S. Department of Justice – National Advocacy Center and state court general civil mediation training programs, such as the one approved by the Michigan State Court Administrative Office pursuant to MCR 2.411(F)(2)(a) or another state's equivalent.)

(5) I agree to be governed by any standards of professional conduct and ethical rules adopted by the Michigan Supreme Court for state-court mediators, as those standards and rules may be amended, and to comply with its advanced mediator training requirements of eight hours every two years.

(6) I agree to mediate at least one *pro bono* matter per year and to abide by and to meet all of the rules and requirements established by the Bankruptcy Court under its Bankruptcy ADR Program.

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

\_\_\_\_\_  
Applicant's signature

Please return signed application and attachments to:

Shelli Elzinga, ADR Administrator

United States Bankruptcy Court

One Division North

Grand Rapids, MI 49503

Or via email: [shelli\\_elzinga@miwb.uscourts.gov](mailto:shelli_elzinga@miwb.uscourts.gov)

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**Exhibit 15**

**United States Bankruptcy Court  
Western District of Michigan**

{INSERT BANKRUPTCY CASE/ADVERSARY PROCEEDING CAPTION}

**NOTICE OF SELECTION OF NEUTRAL(S)**

The undersigned parties hereby agree the following individual(s) will serve as ADR Neutral(s) for purposes of conducting ADR proceedings in this matter:

NEUTRAL MEDIATOR:

\_\_\_\_\_

BLUE RIBBON CASE EVALUATORS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Signature

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## Exhibit 16

# BANKRUPTCY ALTERNATIVE DISPUTE RESOLUTION PROGRAM

## Instructions for Parties

***Important, please note: This instruction sheet should be used in complying with the requirements of Local Bankruptcy Rule 9019-11 to discuss alternative dispute resolution options with clients.***

The United States Bankruptcy Court for the Western District of Michigan (the “Court”) has established an alternative dispute resolution program known as the Bankruptcy Alternative Dispute Resolution Program (the “Program”). This information is provided to you because you are, or may be, a debtor or creditor in a bankruptcy case, a party to an adversary proceeding, or counsel to a party involved in a bankruptcy case or an adversary proceeding, and may find the Program useful.

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Pursuant to LBR 9019-11 in an adversary proceeding, or whenever ordered by the Court in other matters, counsel shall provide a copy of this instruction sheet to the client and discuss whether the case or dispute might benefit from any of the available dispute resolution options under the Program.

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The Program offers a means to resolve disputes quickly, at less cost and often without the stress and pressure of litigation. The Program utilizes the services of qualified Neutrals to assist the parties in resolving their dispute. In most instances, participation in the Program is voluntary and the parties choose the dispute resolution format that best suits their needs. However, judges have the right to order parties to try using mediation to resolve their disputes. Common alternative dispute resolution methods include mediation, negotiation, and case evaluation.

## Matters That May Be Referred to the Program

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Subject to a few exceptions (*see* LBR 9019-4), the Program is available to parties, whether or not represented by counsel, in all controversies arising in an adversary proceeding, contested matter or other dispute in a bankruptcy case.

## Cost

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For mediation, Neutrals may charge their customary hourly rates for their mediation services. At the discretion of the Neutral, the fee may be waived in whole or in part (for example, if a party cannot afford the fee). Neutrals are expected to devote a reasonable amount of time assisting the parties in attempting to resolve disputes.

## Procedure for Referring a Matter to the Program

The Local Bankruptcy Rules governing the Program are located at LBR 9019-1 *et seq.* The ADR Forms are located at Exhibits 13-18 to these Rules.

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The Court may refer a matter to the Program at any time, but typically such a referral will be made at a Pretrial Conference, a Status Conference or at a hearing. Additionally, the parties may, at any time, agree to mediate a dispute without any court intervention or submit a stipulated order requesting a matter be referred to the Program. A stipulated order shall state all parties to the dispute agree to the referral.

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The following steps shall be taken when a matter is referred to the Program by the Court or upon the request of the parties:

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1) The parties to a dispute are to confer and select a Neutral who offers his or her ADR services in the geographic area desired by the parties. A biographical listing of all Neutrals, and a separate list showing the availability of each Neutral by geographic area, are available for reference in the Clerk's Office and posted outside each courtroom, or may be obtained from the courtroom deputy or the Court website at [www.miwb.uscourts.gov](http://www.miwb.uscourts.gov) > Rules and Forms > Bankruptcy ADR Program > Qualified Neutrals. Selection of a Neutral may be made from this list or, by agreement of all parties, any other person may serve as a Neutral. The parties may wish to contact a Neutral to determine his or her current availability to undertake a Program referral.

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2) After selection of a Neutral, the parties must notify the court of their selection of an ADR method and their selection of any Neutral(s). If the submitting party is **not** a CM/ECF electronic filer with this court, such party shall submit **two paper copies** of notification, together with a self-addressed, postage-paid envelope. The Clerk's Office will use the postage-paid envelope to mail the submitting party a copy of any designation of Neutral(s) prepared by the court.

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3) Upon receipt of the signed Order referring the matter to Program, the submitting party shall immediately serve a copy of the Order on the Neutral, the Alternate Neutral and all parties to the dispute.

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4) Upon receiving a copy of the signed Order, the appointed Neutral will contact the parties to determine a time, place and format for a Program conference. Possible formats include:

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**Mediation** - A flexible non-binding, confidential process in which the Neutral functions as a neutral mediator to facilitate negotiations among the parties to help them reach a settlement.

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The mediator's goals include improving communication across party lines, helping parties articulate their interests and understand those of ~~the~~ their opponent, probing the strengths and weaknesses of each party's legal positions, helping identify areas of agreement and generating options for a mutually agreeable resolution to the dispute. The mediator generally does not give an overall evaluation of the case. A hallmark of mediation is its capacity to expand traditional

settlement discussion and broaden resolution options often by going beyond the legal issues in the controversy.

▲ **Case Evaluation** - The parties and their counsel, in a confidential session, present summaries of their dispute to and receive a non-binding assessment from a panel of three Neutrals with subject-matter expertise.

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As an evaluator, the Neutrals may also help identify areas of agreement, provide case-planning guidance and, if requested by the parties, settlement assistance. Case evaluation is only ordered upon the consent of all parties to the dispute.

▲ There are two types of case evaluation:

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- ▲ 1. **Standard Case Evaluation.** In Standard Case Evaluation, the ADR administrator will select three neutral case evaluators from a panel maintained by the Court. Each party pays \$100 to each of the three case evaluators who will convene a case evaluation hearing with the attorneys for the parties. The case evaluators listen to the arguments of counsel and consider their written submissions and exhibits, but no witnesses may testify and clients do not attend without the prior permission of the panel Neutrals.

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2. **Blue Ribbon Case Evaluation.** Like standard case evaluation, except parties select three Neutrals who charge their customary hourly rates.

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The formats described here are non-binding, voluntary, and confidential. Other formats, with the exception of arbitration, may be used by agreement and at the discretion of the parties and the Neutral.

▲ If you have any questions, please contact the Court Clerk's Office.

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## Exhibit 17

### United States Bankruptcy Court Western District of Michigan

{ Insert Bankruptcy Case/Adversary Proceeding Caption }

#### Report of Mediator

The mediator must submit this report within 14 days of completing mediation or determining mediation is inappropriate.

1. ☐ Mediation was determined inappropriate. OR ☐ Mediation was completed on

Date

2. The participants were:

2. The participants were:

on behalf of

on behalf of

on behalf of

on behalf of

on behalf of

on behalf of

3. This case was: ☐ NOT SETTLED and further ADR proceedings are: ☐ contemplated ☐ not contemplated.

☐ SETTLED. Final settlement documents to be filed by \_\_\_\_\_ by

Date

Name of Filer

Date

Mediator Signature

Mediator Name (type or print)

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**Exhibit 18**

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**United States Bankruptcy Court  
Western District of Michigan**

{ Insert Bankruptcy Case/Adversary Proceeding Caption }

**Notice of Case Evaluation Award  
With Acceptance or Rejection**

1. The following parties participated in the Case Evaluation session held on the date signed below:

\_\_\_\_\_ on behalf of  
\_\_\_\_\_  
\_\_\_\_\_ on behalf of  
\_\_\_\_\_  
\_\_\_\_\_ on behalf of  
\_\_\_\_\_  
\_\_\_\_\_ on behalf of  
\_\_\_\_\_  
\_\_\_\_\_ on behalf of  
\_\_\_\_\_

2. The Case Evaluation Panel evaluates this dispute as follows: (Type or print the award in the space below.

3. The undersigned certify that a copy of this award was personally served on all parties or via First Class Mail.

4. This award: ☐ was ☐ was not unanimous.

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_____	_____
Date	Case Evaluator
_____	_____
Date	Case Evaluator
_____	_____
Date	Case Evaluator

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**ACCEPTANCE/REJECTION OF AWARD**

(Parties must complete the following and file this form with the ADR Administrator within 14 days after service of this notice or the evaluation will be considered rejected. If the panel's evaluation is rejected by either party, and this matter proceeds to trial, actual costs may be assessed in accordance with LBR 9019-22(e).)

(Check one) I hereby:

- ☐ accept this evaluation award.
- ☐ reject this evaluation award.
- ☐ accept this evaluation award only if:
  - ☐ all opposing parties accept.
  - ☐ the opposing parties accept as to the following specified co-parties:

---

Date

---

Attorney/Party signature

---

Attorney/Party name (type or print)