

Attached please find the revised Appendix "N" to our local rules addressing chapter 13 attorney fees. As you may know, this revised rule was created through the joint efforts of the court and the bar. We appreciate all of the input you have provided during this process which we believe has resulted in this mutually satisfactory solution to a difficult issue. This new rule will become effective for all cases filed on or after December 1, 2010, but counsel may elect to follow it for cases filed prior to that date.

**Appendix N - Chapter 13 Fee Requests**

The Chapter 13 plan form contained the maximum allowable fees and thus is revised due to applicable limits referenced in Appendix N.

**Appendix G - Chapter 13 Plan form**

Thanks



Applicable trustee fees shall be deducted from each payment disbursed by the trustee. Claims shall be paid in the following order: (1) 11 U. S. C. § 1326(a)(1)(B)&(C) pre-confirmation payments for adequate protection or leases of personal property; (2) payments to secured creditors under 11 U.S.C. § 1325(a)(5), payments due on executory contracts, the Debtor’s attorney fees, 11 U.S.C. § 507(a)(1)(A) priority domestic support claims and approved Chapter 7 trustee compensation; (3) other administrative expense claims under 11 U.S.C. § 503; (4) other priority claims in the order specified in 11 U.S.C. § 507(a) including post-petition tax claims allowed under 11 U.S.C. § 1305; (5) co-signed consumer debts; (6) general unsecured claims. Unless otherwise noted, claims within each class shall be paid pro rata. If funds remain after payment of specific monthly payments provided for in the plan, the Chapter 13 trustee may distribute those funds to secured creditors in payment of their allowed secured claims.

3. **SECTION 1326(a) PRE-CONFIRMATION ADEQUATE PROTECTION PAYMENTS AND LEASE PAYMENTS.**

The following pre-confirmation adequate protection payments on claims secured by personal property and pre-confirmation lease payments for leases of personal property shall be paid by the trustee to the below listed creditors without entry of an order of the Court. The Debtor proposing pre-confirmation payments will immediately commence plan payments to the trustee. Creditors must file a proof of claim to receive payment. Payments by the trustee shall commence to these creditors within 30 days of the filing of the proof of claim unless the trustee does not have funds available within seven working days prior to the end of the 30-day period. Post-confirmation payments are provided for below in Paragraphs 6 and 7 of this plan.

Creditor’s Name and Full Address	Last Four Digits of Account Number	Date of Next Payment Due	Payment Amount
1.			\$
2.			\$
3.			\$

4. **ADMINISTRATIVE CLAIMS.**

Trustee fees shall be deducted from each payment disbursed by the trustee.

[Neb. R. Bankr. P. 2016-1\(A\)\(4\)](#) and [Appendix “N”](#) provide that a request for the maximum allowance of Chapter 13 attorney fees and expenses not exceeding \$3,000.00 and costs not exceeding \$300.00 which may be included in a Chapter 13 plan. Total fees or costs in excess of this amount must be approved through a separate fee application. Fees and costs requested for allowance are as follows:

Total Fees Requested	Fees Received Prior to Filing	Balance of Fees to be Paid in Plan
\$	\$	\$
Total Costs Requested	Costs Received Prior to Filing	Balance of Costs to be Paid in Plan
\$	\$	\$

Fees and costs allowed shall be paid at the rate of not less than \$\_\_\_\_\_ per month and shall accrue from the month in which the case is filed.

5. **PRIORITY CLAIMS.**

11 U.S.C. § 1322(a) provides that all claims entitled to priority under 11 U.S.C. § 507(a) shall be paid in full in deferred cash payments unless the holder of a particular claim agrees to a different treatment of such claim except for a priority claims under 11 U.S.C. § 507(a)(1)(B). It is further provided that any and all pre-petition penalties, and post-petition penalties and interest, which have attached or will be attached to any such claim, shall be treated as a general unsecured claim and not entitled to priority. Such claims are as follows:

- (A) Domestic Support Obligations:

- (1)  None. [If none, skip to Priority Taxes section.]
- (2) Name of Debtor who owes Domestic Support Obligation:

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 (3) The names(s), address(es), and phone number(s) of the holder of ANY domestic support obligation as defined in 11 U.S.C. § 101(14)(A):

Name	Address, City, and State	Zip Code	Telephone Number
1.			
2.			
3.			

- (4) The Debtor is required to pay all post-petition Domestic Support Obligations directly to the holder of the claim and not through the Chapter 13 plan.

(B) Arrearages Owed to Domestic Support Obligation Holders Under 11 U.S.C. § 507(a)(1)(A):

- (1)  None. [If none, skip to subparagraph C below.]
- (2) Name of holder of Domestic Support Obligation Arrearage Claim, estimated arrears and monthly payment:

Name of Creditor	Estimated Arrearage Claim	Monthly Payment on Arrearage
1.	\$	\$
2.	\$	\$
3.	\$	\$

(C) Domestic Support Obligations Assigned to or Owed to a Governmental Unit Under 11 U.S.C. § 507(a)(1)(B):

- (1)  None. [If none, skip to Priority Tax Claims.]
- (2) Name of Creditor, estimated arrearage claim and any special payment provisions:

Name of Creditor	Estimated Arrearage Claim	Provision for Payment
1.	\$	\$

(D) Priority Tax Claims Including Post-Petition Tax Claims Allowed Under 11 U.S.C. § 1305:

Federal: \$	State: \$	Total: \$
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(E) Chapter 7 Trustee Compensation Allowed Under §1326(b)(3):

Amount Allowed	Monthly Payment (greater of \$25 or 5% of monthly payment to unsecured creditors)
\$	\$

(F) Other Priority Claims: \_\_\_\_\_

6. **SECURED CLAIMS.**

(A)(1) Home Mortgage Claims (including claims secured by real property which the Debtor intends to retain). Unless otherwise provided in this plan, Debtor shall pay all post-petition mortgage payments directly to each mortgage creditor as those payments ordinarily come due beginning with the first due date after the case is filed and such creditor shall retain any lien securing its claim. Any pre-petition arrearage shall be paid through this Chapter 13 plan with interest as provided below and in equal monthly payments as specified below. The amount of pre-petition arrears is determined by the proof of claim, subject to the right of the Debtor to object to the amount set forth in the claim.

Name of Creditor	Property Description	Estimated Pre-petition Arrearage	Pre-confirmation Interest Rate and Dollar Amount Limit, if Any	Post-confirmation Interest Rate	Monthly Payment Amount on Pre-petition Arrears	Total Payments on Pre-petition Arrears Plus Interest
1.		\$	___% \$	___%	\$	\$
2.		\$	___% \$	___%	\$	\$
3.		\$	___% \$	___%	\$	\$

(A)(2) The following claims secured by real property shall be paid in full through the Chapter 13 plan:

Name of Creditor	Property Description	Pre-confirmation Interest Rate and Dollar Amount Limit, if Any	Post-confirmation Interest Rate	Monthly Payment Amount	Total Payments Plus Interest
1.		___% \$	___%	\$	\$
2.		___% \$	___%	\$	\$

(B) Post-Confirmation Payments to Creditors Secured by Personal Property. Post-confirmation payments to creditors holding claims secured by personal property shall be paid as set forth in subparagraphs (1) and (2). If the Debtor elects a different method of payment, such provision is set forth in subparagraph (3).

- (1) Secured Claims to Which § 506 Valuation is NOT Applicable: Claims listed in this subsection are debts secured by a purchase-money security interest in a personal motor vehicle, incurred within 910 days of filing of the bankruptcy OR debts secured by a purchase-money security interest in “any other thing of value,” incurred within one year prior to filing of the bankruptcy. These claims will be paid in full with interest as provided below and in equal monthly payments as specified below:

Name of Creditor	Property Description	Estimated Claim Amount	Pre-confirmation Interest Rate and Dollar Amount Limit, if Any	Post-confirmation Interest Rate	Monthly Payment Amount	Total Payments Plus Interest
1.		\$	___% \$	___%	\$	\$
2.		\$	___% \$	___%	\$	\$
3.		\$	___% \$	___%	\$	\$

- (2) Secured Claims to Which § 506 Valuation is Applicable: Claims listed in this subsection are debts secured by personal property not described in the prior paragraph of this plan, 6(B)(1). These claims will be paid either the value of the secured property or the amount of the claim, whichever is less, with interest as provided below and in equal monthly payments as specified below. The portion of a claim that exceeds the value of the secured

property will be treated as an unsecured claim. The value of the secured property is determined by the proof of claim, subject to the right of the Debtor to object to such valuation.

Name of Creditor	Property Description	Estimated Value of Security or Amount Owed (use lowest amount)	Pre-confirmation Interest Rate and Dollar Amount Limit, if Any	Post-confirmation Interest Rate	Monthly Payment Amount	Total Payments Plus Interest
1.		\$	___% \$	___%	\$	\$
2.		\$	___% \$	___%	\$	\$
3.		\$	___% \$	___%	\$	\$

(3) Other Provisions:

(C) Surrender of Property. The Debtor surrenders any interest in the following collateral. Any secured claim filed by the below creditors will be deemed satisfied in full through surrender of the collateral. Any unsecured deficiency claim must be filed by the bar date for claims or allowed by separate order of the Court.

Name of Creditor	Collateral to be Surrendered
1.	
2.	

(D) Lien Avoidance. The Debtor shall file a Motion to Avoid the lien of the following creditor(s):

Name of Creditor	Amount Owed	Property Upon Which Debtor Will Seek to Avoid Lien
1.	\$	
2.	\$	

7. **EXECUTORY CONTRACTS/LEASES.**

(A) The Debtor rejects the following executory contracts:

Name of Creditor	Property Subject to Executory Contract
1.	
2.	

(B) The Debtor assumes the executory contract/lease referenced below and provides for the regular contract/lease payment to be included in the Chapter 13 plan. Any pre-petition arrearage will be cured in monthly payments as noted below:

Name of Creditor	Property Subject to Executory Contract/Lease	Estimated Arrearages on Contract as of Date of Filing	Monthly Payment to be Made on Contract Arrearage	Regular Number of Contract Payments Remaining as of Date of Filing	Amount of Regular Contract Payment	Due Date of Regular Contract Payment	Total Payments (arrears plus regular contract payments)
1.		\$	\$		\$		\$
2.		\$	\$		\$		\$

8. **CO-SIGNED UNSECURED DEBTS.**

(A) The following co-signed debts shall be paid in full at the contract rate of interest from petition date.

Name of Creditor	Estimated Amount Due	Contract Rate of Interest	Total Due
1.	\$	___%	\$

9. **UNSECURED CLAIMS.**

(A) Allowed unsecured claims shall be paid pro rata from all remaining funds.

10. **ADDITIONAL PROVISIONS.**

(A) If there are no resistances/objections to confirmation of this plan or after all objections are resolved, the Court may confirm the plan without further hearing.

(B) Property of the estate, including the Debtor's current and future income, shall re-vest in the Debtor at the time a discharge is issued, and the Debtor shall have sole right to use and possession of property of the estate during the pendency of this case.

(C) In order to obtain distributions under the plan, a creditor must file a proof of claim within 90 days after the first date set for the meeting of creditors except as provided in 11 U.S.C. § 502(b)(9). Claims filed after this bar date shall be disallowed except as provided in Bankruptcy Rule 3002.

(D) Unless otherwise provided in this plan or ordered by the Court, the holder of each allowed secured claim provided for by the plan shall retain its lien securing such claim as provided in 11 U.S.C. § 1325(a)(5)(B).

**NOTICE OF RESISTANCE DEADLINE**

**ANY RESISTANCE TO THIS PLAN OR REQUEST FOR A HEARING MUST BE FILED IN WRITING WITH THE BANKRUPTCY CLERK'S OFFICE (SEE ORIGINAL NOTICE OF BANKRUPTCY FOR ADDRESS) AND SERVED ON THE ATTORNEY FOR THE DEBTOR AT THE ADDRESS LISTED BELOW (OR SERVED ON THE DEBTOR, IF NOT REPRESENTED BY AN ATTORNEY), ON OR BEFORE:**

(USE OPTION A OR B – SEE LOCAL COURT RULES)

- (A)  **14 DAYS AFTER THE CONCLUSION OF THE MEETING OF CREDITORS**  
OR  
(B)  **MONTH, DAY AND YEAR** (USE A CALENDAR DATE WHICH IS AT LEAST  
21 DAYS AFTER THE DATE THE PLAN IS FILED WITH THE COURT)

IF A TIMELY RESISTANCE OR REQUEST FOR A HEARING IS FILED AND SERVED, THE BANKRUPTCY COURT WILL HANDLE THE RESISTANCE IN ACCORDANCE WITH NEB. R. BANKR. P. 3015-2. IF THERE ARE NO OBJECTIONS TO THE PLAN AS FILED, THE COURT MAY CONFIRM THE PLAN WITHOUT FURTHER HEARING.

CERTIFICATE OF SERVICE

On \_\_\_\_\_, 20\_\_ , the undersigned mailed a copy of this plan to all creditors, parties-in-interest, and those requesting notice by regular United States mail, postage prepaid. The parties to whom notice was mailed are either listed below or on the attached mailing matrix. The undersigned relies on the CM/ECF system of the United States Bankruptcy Court to provide service to the following: Kathleen A Laughlin, Chapter 13 trustee.

DATED: \_\_\_\_\_.

Debtor(s)

By: /s/ \_\_\_\_\_

Attorney for the Debtor(s)

Attorney Number: \_\_\_\_\_

Attorney Address: \_\_\_\_\_

Attorney City, State, Zip: \_\_\_\_\_

Attorney Phone Number: \_\_\_\_\_

Attorney Fax Number: \_\_\_\_\_

Attorney E-mail Address: \_\_\_\_\_

**APPENDIX “N”**  
**CHAPTER 13 FEE REQUESTS**  
effective 12/1/2010

1. Attorney Fees.

In Chapter 13 cases, counsel for the debtor, without filing a fee application, may either:

- a. Include in the Chapter 13 plan a request for the allowance of up to \$3,000.00 in attorney fees for below-median cases and \$3,500 in attorney fees for above-median cases (the “standard allowable fee”) and expenses not to exceed \$300.00. The amount of fees and anticipated expenses specified in the plan shall be deemed allowed upon confirmation of the plan. Such fees represent compensation for the specific items listed in paragraph 2(a) through 2(o) below. No additional fees will be allowed, except for extraordinary services provided to the debtor. Extraordinary services include participation in a trial (as opposed to affidavit hearings) concerning contested matters or adversary proceedings. If counsel for the debtor has provided such extraordinary legal services and earned fees in excess of \$3,000 for below-median cases or \$3,500 for above-median cases, calculated by multiplying a standard hourly rate times the number of hours actually worked in the case, whether prior to confirmation or following confirmation, counsel may file a detailed fee application, served in accordance with Neb. R. Bankr. P. 9013-1.

OR

Include in the Chapter 13 plan a request for the allowance of up to \$2,300.00 in attorney fees for below-median cases and \$2,800 in attorney fees for above-median cases and expenses not to exceed \$200.00 for services rendered through confirmation of the Plan. Such fees represent compensation for the specific items listed in paragraph 2(a) through 2(i) below. Additional services rendered pre-confirmation that are not described in paragraph 2(a) through 2(i) may be included in a supplemental fee application post-confirmation. If this option is chosen, routine file maintenance and review services through the end of the case shall be considered part of the standard allowable fee per paragraph 2(i). However, counsel may file supplemental fee applications if counsel provides additional substantive legal services such as those described in paragraphs 2(j) through (o) below.

- b. Terms applicable to all Chapter 13 compensation requests:

All fee applications shall be closely scrutinized by both the Chapter 13 trustee and the Court. The Chapter 13 trustee may, but is not required to file a

“comment” concerning the hourly rate, the time involved, the services provided, or the total amount of fees requested. Except for any pre-petition retainer, counsel for the debtor may not receive fees directly from the debtor, except for costs of Court fees to add creditors post-petition or for fees to convert the case to Chapter 7. Fees shall be paid through the plan unless otherwise ordered. Counsel may elect to file fee applications in lieu of accepting one of the standard allowable fee options above ONLY in unique or unusual cases, such as those involving complicated small business issues.

2. Services Included in Standard Allowable Fee. Legal services covered by the standard allowable fee in Chapter 13 cases are the following:
  - a. Meet with the debtor to review the debtor’s debts, assets, liabilities, income, and expenses. Counsel the debtor regarding the advisability of filing either a Chapter 7 or Chapter 13 case. Discuss both procedures with the debtor and answer the debtor’s questions. Explain what payments will be made directly by the debtor and what payments will be made through the debtor’s Chapter 13 plan, with particular attention to mortgage loan payments, as well as any other claims which accrue interest.
  - b. Explain to the debtor how, when, and where to make the Chapter 13 plan payments. Explain to the debtor that the first plan payment must be made to the trustee within 30 days of the date the plan is filed.
  - c. Advise the debtor of the requirement to attend the § 341 meeting of creditors, and instruct the debtor as to the date, time, and place of the meeting. Appear at the §341 meeting of creditors with the debtor.
  - d. Advise the debtor of the necessity of maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases.
  - e. Verify six months of pay stubs and timely submit to the Court. Verify two years of complete tax returns including W-2s and submit as required by the rules. Review actual insurance policies, relevant bank statements, proof of driver’s license and Social Security card, automobile insurance policies, electric/gas/water bills, domestic child support order, copies of summons or judgments, and copies of all purchase agreements. Complete and file Appendix K, the “Certification by Debtor on Support of Confirmation”, Complete and file the B22 Form.
  - f. Timely prepare and file the debtor’s petition, plan, statements, and schedules. Respond to objections to plan confirmation and, where necessary, prepare an amended plan.

- g. Prepare, file, and serve necessary pre-confirmation modifications to the plan. Prepare, file, and serve necessary pre-confirmation amended statements and schedules, in accordance with information provided by the debtor.
- h. When appropriate, prepare, file, and serve necessary motions to avoid liens on real or personal property.
- i. Routine file maintenance and review services through the end of the case.
- j. Prepare, file, and serve necessary motions to buy, sell, or refinance real property when appropriate.
- k. Object to improper or invalid claims, if necessary, based upon documentation provided by the debtor.
- l. Represent the debtor concerning affidavit hearings on motions for relief from stay, valuation hearings, confirmation hearings, hearings on motions to dismiss and other similar matters. (Participation in affidavit hearings is not considered providing an extraordinary service which justifies additional fees.)
- m. Prepare, file, and serve necessary post-confirmation modifications to the plan. Prepare, file, and serve necessary post-confirmation amended statements and schedules, in accordance with information provided by the debtor.
- n. Complete and file Appendix O "Certification by Debtor in Support of Discharge." Aid the debtor in obtaining pre-petition credit counseling and post-petition financial education.
- o. Provide such other legal services as are necessary for the proper administration of the case.