

FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

XXXXXXXXXXXX

*Debtor(s)*

Case No. xx-xxxx-TPA

Chapter 12

**CHAPTER 12 PLAN CONFIRMATION ORDER**  
**SETTING DEADLINES FOR CERTAIN ACTIONS**

*AND NOW*, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, following a duly-noticed *Pre-Confirmation Hearing* held in regards to the *Chapter 12 Plan* filed at Doc. No. \_\_\_ by the Debtor(s) and dated \_\_\_\_\_ (“Plan”), it is hereby **ORDERED, ADJUDGED, and DECREED** that, *effective* \_\_\_\_\_, 20\_\_\_\_,

(1) The *Chapter 12 Plan* is **CONFIRMED** and the key terms of the *Plan* are **APPROVED** as follows:

- (a) The *Plan* is for a term of \_\_\_#\_\_\_ months.
- (b) The regular monthly payment due under the *Plan* is \$\_\_\_\_\_ and is directly payable to the Chapter 12 Trustee unless otherwise noted below.
- (c) Monthly payments shall commence as of the *First of the Month Following Plan Confirmation* (If applicable, note the form of payments. For example: with payments to be made approximately on the \_\_\_Date\_\_\_ (\$\_\_\_\_\_) and the *Date* (\$\_\_\_\_\_) of that month and each month thereafter, with such payments to be made through an attachment of the milk proceeds received by the Debtors from \_\_\_Payor\_\_\_ or its successor.)
- (d) Distributions shall be made by the Chapter 12 Trustee from the regular monthly payment amount referred to in Paragraph 1(b), above, in the amount(s) set forth below, and, without waiver of her duties as referred to in Paragraph 11, below. ***The Chapter 12 Trustee shall make Plan distributions no later than the 21<sup>st</sup> day of each month in***

***which Plan payments are made to her.*** If for any reason the above referred to monthly payment is deficient (in addition to notifying the Court pursuant to Paragraph 11, below, if the deficiency continues for more than 14 days) the Chapter 12 Trustee is authorized to make payments according to the Priorities set forth below, beginning with item (d)(i) and continuing until funds are exhausted. In the event the Trustee receives additional Plan payments after exhausting previous funds on hand, the Trustee shall distribute those funds as of the 21<sup>st</sup> day of the following month, first remitting the balance of any Plan payment previously due to any creditor not receiving a prior month's full and complete Plan payment before disbursing the remaining funds according to the following "waterfall" of Priorities, until those new funds are exhausted and thereafter continuing this procedure as new Plan payments are received.

***[NOTE: The following are examples of distributions depending on the nature of the case]***

- (i) To the Chapter 12 Trustee for her estimated fees and expenses in the amount of \$\_\_\_\_ per month, held in escrow pending further Court Order on approval of fees and expenses;
- (ii) To the Debtors' attorney for estimated fees and expenses in the amount of \$\_\_\_\_ per month, to be held in Counsel's IOLTA Account pending further Court Order on approval of fees and expenses;
- (iii) To Creditor in the amount of \$\_\_\_\_ per month, payable over \_\_\_\_ (\_\_) years at an interest rate of \_\_%, with the total of such payments to be determined based on a collateral valuation dispute between the Parties that is yet to be resolved;
- (iv) To County Tax Claim Bureau in the amount of \$\_\_\_\_ per month, payable over \_\_\_\_ years at an interest rate of \_\_%;
- (v) To Creditor on the secured portion of its claims in the amount of \$\_\_\_\_ per month, payable over \_\_\_\_ (\_\_) years at an interest rate of \_\_%, at which time the payment will be increased to \$\_\_\_\_ per month and the interest rate increased to \_\_%;
- (vi) To Creditor in the amount of \$\_\_\_\_ per month, without interest, until the claim is paid in full;

- (vii) To the Chapter 12 Trustee for estimated federal and state tax claims (disputed) with interim estimated distributions on the secured and priority portion of such claims in the amount of \$\_\_\_\_\_ per month held in escrow pending further Court Order; and,
- (viii) To the Chapter 12 Trustee for estimated allowed unsecured claims and general unsecured tax claims, in the amount of \$\_\_\_\_\_ per month (for a total payment of \$\_\_\_\_\_ over the life of the *Plan*) held in escrow pending further Court Order.

(2) ***[NOTE: Add any special provisions Debtor requests for inclusion in the Order here]***

(3) All Stipulations approved by the Court prior to the date of this Order and relating to this Confirmed Plan are included herein and specifically made a part hereof.

(4) If the *Plan* contemplates sales of assets or litigation proceeds as a source of funding, Debtor(s) shall file motion(s) to employ the necessary professionals within thirty (3) days hereof. The liquidation process shall not exceed one year without a showing of exceptional circumstances upon further Order of Court.

(5) Debtor(s)' counsel must review all proofs of claim within thirty (30) days after the claims bar date. All objections to pre-petition claims shall be filed within ninety (90) days after the claims bar date and allowing at least thirty (30) days for a response prior to hearing.

(6) All actions to determine the priority, avoidability, or extent of liens, as well as all actions pursuant to *11 U.S.C. §§ 506, 507, and 522* shall be filed within ninety (90) days after the claims bar date.

(7) The Debtor(s) shall file an ***Amended Plan:***

(a) ***Within fourteen (14) days*** following any Order of Court resolving the priority, avoidability, or extent of a lien, or any objection to claim providing for the allowed amount of the

claim if the allowed amount differs from the amount stated in the *Plan*;

- (b) ***Within fourteen (14) days*** after the claims bar date in the event no objection is filed and the claims as filed, cause the *Plan* to be underfunded; and,
- (c) ***Within thirty (30) days*** following the claims objection deadline, to conform to the claims filed or otherwise allowed.

(8) If the *Plan* expressly seeks to modify the terms of payment to any creditor pursuant to *11 U.S.C. § 1222(b)(2)*, nothing in this Order shall be construed to change the payment terms established in the *Plan*, ***however***, unless the creditor expressly consents to the payment term plan modification, in order to trigger the payment term change, a separate court order to that effect must be obtained by the Debtor(s) upon filing the appropriate motion or adversary proceeding.

(9) Any creditor who files or amends a proof of claim shall immediately serve a copy of same on the Debtor(s), or if represented, Counsel for the Debtor(s), and the Chapter 12 Trustee.

(10) For purposes of payment changes due to variable interest rates, changes in escrow, or changes in monthly payments, as well as for additional fees and costs incurred relating to claims secured by a security interest in any real estate of the Debtor(s), in order to receive payment for the same, the creditor shall follow the requirements set forth in *Fed.R.Bankr.P. 3002.1*.

(11) In the event of a material *Plan* default, which, for purposes of this Paragraph, includes, among other things, anything which impairs the Trustee's ability to make the full monthly payment to all creditors, ***within fourteen (14) days'*** notice of the same, the Chapter 12 Trustee shall file a ***Notice of Default and Request for Dismissal of the Case*** ("Notice of

Default”). A “material default” occurs when, including but not limited to, the Debtor fails to make a Plan payment as required by this Order so as to impair, in any amount, the Trustee’s ability to make full, complete, and timely monthly payments to *all* creditors in the amounts specified in this Order. A “Notice of Default” simply needs to identify the basis for the default along with a request for dismissal, following which time the Court will immediately issue an Order to Show Cause requiring the Debtor to appear and show cause why the case should not be dismissed. The Chapter 12 Trustee is not precluded from raising pre-confirmation defaults in any subsequent motion to dismiss.

(12) In the event that any order is entered in this case granting relief from the automatic stay to a secured creditor, the Chapter 12 Trustee shall make no further disbursements to any creditor on account of any secured claim that is secured by the subject property, unless directed otherwise by further Order of Court.

(13) From time to time during the pendency of this Plan, the Commodity Credit Corporation, a corporate agency of the United States of America within the United States Department of Agriculture (“CCC”), may be in a position to disburse certain monies/funds to the Debtor(s). In such instance, if CCC believes it possesses the right to offset the monies/funds, then ***on or before 60 days from the date of this Order***, CCC may file a motion for relief or propose a consent decree that seeks Court approval in order to apply the offset to its indebtedness. Otherwise, those monies/funds shall be paid directly to the Chapter 12 Trustee, following which time, the Trustee shall forthwith notify the Attorney for the Debtor(s), or if pro se the Debtor(s) directly, of the receipt of such monies/funds. Upon such notice, the Debtor(s) may either direct the Trustee to credit all or any part of such monies/funds toward the Debtor(s) financial obligations under the Plan or immediately forward all or any part of such monies/funds to the Debtor(s).

(14) Any Objection to this Plan Confirmation Order must be filed *prior to the effective date* of the Plan. In the event any Objection is filed to the within Plan Confirmation Order prior to its effective date, except as to the requirement for the Debtor(s) to continue to make plan payments as set forth in Paragraph 1(b), above, the provisions set forth herein are *stayed* pending further Order of Court.

(15) The Debtor(s) shall *immediately* serve a copy of this Order on all interested parties and file a Certificate of Service within three (3) days of this Order.

---

Thomas P. Agresti, Judge  
United States Bankruptcy Court