

AMERICAN BANKRUPTCY INSTITUTE

Debtor Name _____

Case number _____

4. Classes of equity interest holders

Equity interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company (*LLC*), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

The following chart sets forth the Plan's proposed treatment of the classes of equity interest holders: [There may be more than one class of equity interests in, for example, a partnership case, or a case where the prepetition Debtor had issued multiple classes of stock.]

Class #	Description	Impairment?	Treatment
	Equity interest holders	<input type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired	

D. Means of Implementing the Plan

1. Source of payments

Payments and distributions under the Plan will be funded by the following:

[Describe the source of funds for payments under the Plan.]

2. Post-confirmation Management

The Post-Confirmation Management of the Debtor (including officers, directors, managing members, and other persons in control), and their compensation, shall be as follows:

Name	Position	Compensation
------	----------	--------------

E. Risk Factors

The proposed Plan has the following risks:

[List all risk factors that might affect the Debtor's ability to make payments and other distributions required under the Plan.]

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F. Executory Contracts and Unexpired Leases

The Plan in Article 6 lists all executory contracts and unexpired leases that the Debtor will assume, and if applicable assign, under the Plan. *Assumption* means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. Article 6 also lists how the Debtor will cure and compensate the other party to such contract or lease for any such defaults.

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

All executory contracts and unexpired leases that are not listed in Article 6 or have not previously been assumed, and if applicable assigned, or are not the subject of a pending motion to assume, and if applicable assign, will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

[The deadline for filing a Proof of Claim based on a claim arising from the rejection of a lease or contract is .

Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.]

G. Tax Consequences of Plan

Creditors and equity interest holders concerned with how the plan may affect their tax liability should consult with their own accountants, attorneys, and/or advisors.

The following are the anticipated tax consequences of the Plan: [List the following general consequences as a minimum:

- (1) Tax consequences to the Debtor of the Plan;
- (2) General tax consequences on creditors of any discharge, and the general tax consequences of receipt of plan consideration after confirmation.]

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IV. Confirmation Requirements and Procedures

To be confirmable, the Plan must meet the requirements listed in §1129 of the Code. These include the requirements that:

- the Plan must be proposed in good faith;
- if a class of claims is impaired under the Plan, at least one impaired class of claims must accept the Plan, without counting votes of insiders;
- the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and
- the Plan must be feasible.

These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. Except as stated in Part IV.A.3 below, a creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both

- (1) allowed or allowed for voting purposes and
- (2) impaired.

In this case, the Plan Proponent believes that classes [] are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that classes [] are unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.

1. What is an allowed claim or an allowed equity interest?

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either

- (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or
- (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest.

When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in this case was []

[If applicable – The deadline for filing objections to claims is []]

2. What is an impaired claim or impaired equity interest?

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it

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is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered *impaired* if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. Who is not entitled to vote

The holders of the following five types of claims and equity interests are *not* entitled to vote:

- ☒ holders of claims and equity interests that have been disallowed by an order of the Court;
- ☒ holders of other claims or equity interests that are not “allowed claims” or “allowed equity interests” (as discussed above), unless they have been “allowed” for voting purposes;
- ☒ holders of claims or equity interests in unimpaired classes;
- ☒ holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code;
- ☒ holders of claims or equity interests in classes that do not receive or retain any value under the Plan; and
- ☒ administrative expenses.

Even if you are not entitled to vote on the plan, you have a right to object to the confirmation of the Plan [and to the adequacy of the Disclosure Statement].

4. Who can vote in more than one class

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless:

- (1) all impaired classes have voted to accept the Plan; or
- (2) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and the Plan is eligible to be confirmed by “cram down” of the non-accepting classes, as discussed later in Section B.2.

1. Votes necessary for a class to accept the plan

A class of claims accepts the Plan if both of the following occur:

- (1) the holders of more than ½ of the allowed claims in the class, who vote, cast their votes to accept the Plan, and
- (2) the holders of at least ⅔ in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least ⅔ in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. Treatment of non-accepting classes of secured claims, general unsecured claims, and interests

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan upon the request of the Plan proponent if the non-accepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds non-accepting classes is commonly referred to as a *cram down* plan. The Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not *discriminate unfairly*, and

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is *fair and equitable* toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney if a *cram down* confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as *Exhibit E*.

D. Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. Ability to initially fund plan

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as *Exhibit F*.

2. Ability to make future plan payments and operate without further reorganization

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments and operate the debtor's business. The Plan Proponent has provided projected financial information. Those projections are listed in *Exhibit G*.

The Plan Proponent's financial projections show that the Debtor will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, of \$ _____.

The final Plan payment is expected to be paid on _____.

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

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

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V. Effect of Confirmation of Plan

A. Discharge of Debtor

Check one box.

Discharge if the Debtor is an individual and 11 U.S.C. § 1141(d)(3) is not applicable. Confirmation of the Plan does not discharge any debt provided for in the Plan until the court grants a discharge on completion of all payments under the Plan, or as otherwise provided in § 1141(d)(5) of the Code. Debtor will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

Discharge if the Debtor is a partnership and § 1141(d)(3) of the Code is not applicable. On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code. However, the Debtor shall not be discharged from any debt imposed by the Plan. After the effective date of the Plan your claims against the Debtor will be limited to the debts imposed by the Plan.

Discharge if the Debtor is a corporation and § 1141(d)(3) is not applicable. On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of any debt:

- (i) imposed by the Plan, or
- (ii) to the extent provided in 11 U.S.C. § 1141(d)(6).

No Discharge if § 1141(d)(3) is applicable. In accordance with § 1141(d)(3) of the Code, the Debtor will not receive any discharge of debt in this bankruptcy case.

B. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or re-voting on the Plan.

[If the Debtor is not an individual, add the following:

The Plan Proponent may also seek to modify the Plan at any time after confirmation only if

- (1) the Plan has not been substantially consummated and
- (2) the Court authorizes the proposed modifications after notice and a hearing.]

[If the Debtor is an individual, add the following:

Upon request of the Debtor, the United States trustee, or the holder of an allowed unsecured claim, the Plan may be modified at any time after confirmation of the Plan but before the completion of payments under the Plan, to

- (1) increase or reduce the amount of payments under the Plan on claims of a particular class,
- (2) extend or reduce the time period for such payments, or
- (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan.]

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C. Final Decree

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

VI. Other Plan Provisions

[Insert other provisions here, as necessary and appropriate.]

X

[Signature of the Plan Proponent]

[Printed Name]

X

[Signature of the Attorney for the Plan Proponent]

[Printed Name]

Debtor Name _____

Case number _____

Exhibits

Exhibit A: Copy of Proposed Plan of Reorganization

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Debtor Name _____

Case number _____

Exhibit B: Identity and Value of Material Assets of Debtor

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Debtor Name _____

Case number _____

**Exhibit D: [Most Recently Filed Postpetition Operating Report]
[Summary of Postpetition Operating Reports]**

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Debtor Name _____

Case number _____

Exhibit E: Liquidation Analysis

Plan Proponent's Estimated Liquidation Value of Assets

Assets		
a. Cash on hand		\$
b. Accounts receivable		\$
c. Inventory		\$
d. Office furniture and equipment		\$
e. Machinery and equipment		\$
f. Automobiles		\$
g. Building and land		\$
h. Customer list		\$
i. Investment property (such as stocks, bonds or other financial assets)		\$
j. Lawsuits or other claims against third-parties		\$
K Other intangibles (such as avoiding powers actions)		\$
Total Assets at Liquidation Value		\$
Less: Secured creditors' recoveries	—	\$
Less: Chapter 7 trustee fees and expenses	—	\$
Less: Chapter 11 administrative expenses	—	\$
Less: Priority claims, excluding administrative expense claims	—	\$
[Less: Debtor's claimed exemptions]	—	\$
(1) Balance for unsecured claims		\$
(2) Total dollar amount of unsecured claims		\$
Percentage of claims which unsecured creditors would receive or retain in a chapter 7 liquidation:		%
Percentage of claims which unsecured creditors will receive or retain under the Plan:		% [Divide (1) by (2)]

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Exhibit F: Cash on hand on the effective date of the Plan

Cash on hand on effective date of plan	\$
Less: Amount of administrative expenses payable on effective date of the Plan	- \$
Less: Amount of statutory costs and charges	- \$
Less: Amount of cure payments for executory contracts	- \$
Less: Other Plan payments due on effective date of the Plan	- \$
Balance after paying these amounts	\$ <input type="text"/>

The sources of the cash Debtor will have on hand by the effective date of the Plan are estimated as follows:

Cash in Debtor's bank account now	\$
Net earnings between now and effective date of the Plan [State the basis for such projections]	\$
Borrowing [Separately state terms of repayment]	\$
Capital contributions	\$
Other	\$
Total (This number should match "cash on hand" figure noted above)	\$ <input type="text"/>

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Exhibit G: Projections of Cash Flow for Post-Confirmation Period

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**Ch. 11 – Ballot for
Accepting or
Rejecting Plan of
Reorganization
(Form 314)**

Official Form 314 (02/20)

[Caption as in 416A]

Class [] Ballot for Accepting or Rejecting Plan of Reorganization

[Proponent] filed a plan of reorganization dated [Date] (the Plan) for the Debtor in this case. {The Court has [conditionally] approved a disclosure statement with respect to the Plan (the Disclosure Statement). The Disclosure Statement provides information to assist you in deciding how to vote your ballot. If you do not have a Disclosure Statement, you may obtain a copy from [name, address, telephone number and telecopy number of proponent/proponent's attorney.]}

{Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.}

You should review {the Disclosure Statement and} the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your [claim] [equity interest] has been placed in class [] under the Plan. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by [name and address of proponent's attorney or other appropriate address] on or before [date], and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Acceptance or Rejection of the Plan

[At this point the ballot should provide for voting by the particular class of creditors or equity holders receiving the ballot using one of the following alternatives:]

[If the voter is the holder of a secured, priority, or unsecured nonpriority claim:]

The undersigned, the holder of a Class [] claim against the Debtor in the unpaid amount of Dollars (\$)

[or, if the voter is the holder of a bond, debenture, or other debt security:]

The undersigned, the holder of a Class [] claim against the Debtor, consisting of Dollars (\$) principal amount of [describe bond, debenture, or other debt security] of the Debtor (For purposes of this Ballot, it is not necessary and you should not adjust the principal amount for any accrued or unmatured interest.)

[or, if the voter is the holder of an equity interest:]

The undersigned, the holder of Class [] equity interest in the Debtor, consisting of _____ shares or other interests of [describe equity interest] in the Debtor

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Official Form 314 (02/20)

page 2

[In each case, the following language should be included:]

Check one box only

Accepts the plan

Rejects the plan

Dated: _____

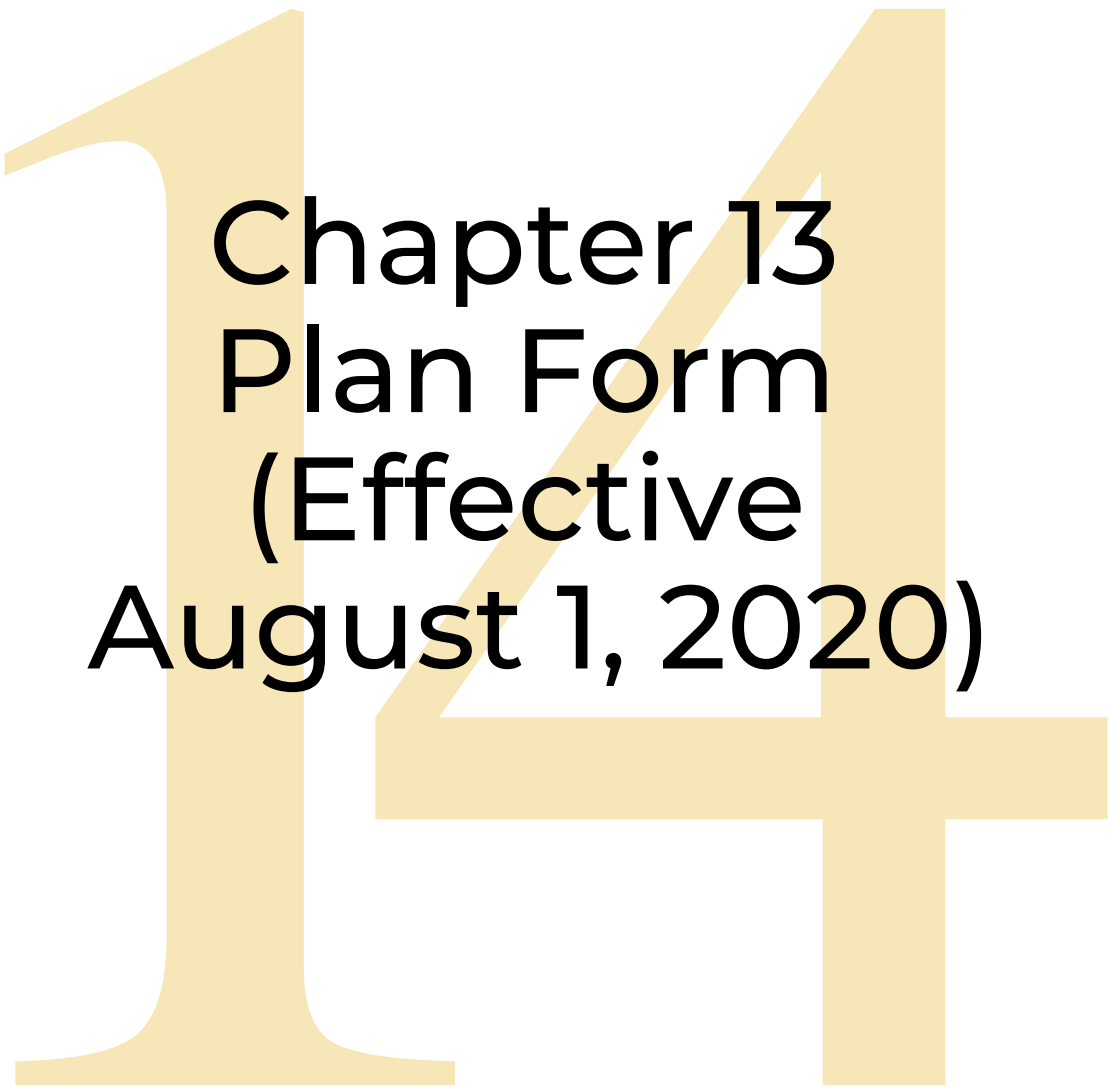
Print or type name: _____

Signature: _____ Title (if corporation or partnership) _____

Address: _____

Return this ballot to:

[Name and address of proponent's attorney or other appropriate address]



Chapter 13
Plan Form
(Effective
August 1, 2020)

2023 ALEXANDER L. PASKAY MEMORIAL BANKRUPTCY SEMINAR

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
_____ DIVISION**

IN RE:

CASE NO.:

Debtor(s).

[AMENDED (if applicable)] CHAPTER 13 PLAN

A. NOTICES.

Debtor¹ 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,” if both boxes are checked, or if neither box is checked, the provision will be ineffective if set out later in the Plan.

A limit on the amount of a secured claim based on a valuation which may result in a partial payment or no payment at all to the secured creditor. See Sections C.5(d) and (e). A separate motion will be filed.	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>
Avoidance of a judicial lien or nonpossessory, nonpurchase money security interest under 11 U.S.C. § 522(f). A separate motion will be filed. See Section C.5(e).	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>
Nonstandard provisions, set out in Section E.	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>
THIS AMENDED PLAN PROVIDES FOR PAYMENTS TO CREDITOR/LESSOR [NAME OF SECURED CREDITOR/LESSOR] TO BE INCLUDED IN PLAN PAYMENTS; THE AUTOMATIC STAY IS REINSTATED AS TO THIS CREDITOR.	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>

NOTICE TO DEBTOR: IF YOU ELECT TO MAKE DIRECT PAYMENTS TO A SECURED CREDITOR UNDER SECTION C.5(i) OF THIS PLAN, TO SURRENDER THE SECURED CREDITOR’S COLLATERAL UNDER SECTION C.5(j), TO NOT MAKE PAYMENTS TO THE SECURED CREDITOR UNDER SECTION C.5(k), OR IF PAYMENTS TO A SECURED CREDITOR ARE NOT SPECIFICALLY INCLUDED IN THE PLAN PAYMENTS, THE AUTOMATIC STAY DOES NOT APPLY, AND THE CREDITOR MAY TAKE ACTION TO FORECLOSE OR REPOSSESS THE COLLATERAL.

SECURED CREDITORS INCLUDE THE HOLDERS OF MORTGAGE LOANS, CAR LOANS, AND OTHER LOANS FOR WHICH THE SECURED CREDITOR HAS A SECURITY INTEREST IN PERSONAL OR REAL PROPERTY COLLATERAL.

¹ All references to “Debtor” include and refer to both of the debtors in a case filed jointly by two individuals.

Effective August 1, 2020.

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B. MONTHLY PLAN PAYMENTS. Plan payments (“Plan Payments”) include the Trustee’s fee of 10% and shall begin 30 days from petition filing/conversion date. Debtor shall make Plan Payments to the Trustee for the period of ____ months. If the Trustee does not retain the full 10%, any portion not retained will be disbursed to allowed claims receiving payments under the Plan and may cause an increased distribution to the unsecured class of creditors.

\$ _____ from month _____ through _____.
 \$ _____ from month _____ through _____.
 \$ _____ from month _____ through _____.

C. PROPOSED DISTRIBUTIONS.

1. ADMINISTRATIVE ATTORNEY’S FEES.

Base Fee \$ _____ Total Paid Prepetition \$ _____ Balance Due \$ _____

MMM Fee \$ _____ Total Paid Prepetition \$ _____ Balance Due \$ _____

Estimated Monitoring Fee at \$ ____ per Month.

Attorney’s Fees Payable Through Plan at \$ _____ Monthly (subject to adjustment).

2. DOMESTIC SUPPORT OBLIGATIONS (as defined in 11 U.S.C. §101(14A)).

Acct. No.	Creditor	Total Claim Amount

3. PRIORITY CLAIMS (as defined in 11 U.S.C. § 507).

Last Four Digits of Acct. No.	Creditor	Total Claim Amount

4. TRUSTEE FEES. From each Plan Payment received from Debtor, the Trustee shall receive a fee, the percentage of which is fixed periodically by the United States Trustee.

5. SECURED CLAIMS. Pre-confirmation payments allocated to secured creditors under the Plan, other than amounts allocated to cure arrearages, shall be deemed adequate protection payments. The Trustee shall disburse adequate protection payments to secured creditors prior to confirmation, as soon as practicable, if the Plan provides for payment to the secured creditor, the secured creditor has filed a proof

of claim, or Debtor or Trustee has filed a proof of claim for the secured creditor under 11 U.S.C. § 501(c), and no objection to the claim is pending. If Debtor’s Plan Payments are timely paid, payments to secured creditors under the Plan shall be deemed contractually paid on time.

(a) Claims Secured by Debtor’s Principal Residence that Debtor Intends to Retain - Mortgage, HOA and Condominium Association Assessments, and Arrears, if any, Paid Through the Plan Under 11 U.S.C. § 1322(b)(5). Debtor will cure prepetition arrearages and maintain regular monthly postpetition payments on the following claims secured by Debtor’s principal residence. Under 11 U.S.C. § 1328(a)(1), Debtor will not receive a discharge of personal liability on these claims.

Postpetition mortgage payments must be included in the Plan Payments. Mortgage payments are due on the first payment due date after the case is filed and continue monthly thereafter. The amount of postpetition mortgage payments may be adjusted as provided for under the loan documents. Postpetition ongoing homeowner’s association and condominium association assessments may be included in the Plan or may be paid direct. If Debtor intends to pay postpetition assessments through the Plan, list the Regular Monthly Payment. If Debtor intends to pay postpetition assessments direct, state “Direct” in the Regular Monthly Payment column.

Last Four Digits of Acct. No.	Creditor	Collateral Address	Regular Monthly Payment	Gap Payment	Arrears

(b) Claims Secured by Other Real Property that Debtor Intends to Retain - Mortgage, HOA and Condominium Association Assessments, and Arrears, if any, Paid Through the Plan Under 11 U.S.C. § 1322(b)(5). Debtor will cure prepetition arrearages and maintain regular monthly postpetition payments on the following claims secured by Debtor’s real property. Under 11 U.S.C. § 1328(a)(1), Debtor will not receive a discharge of personal liability on these claims.

Postpetition mortgage payments must be included in the Plan Payments. Mortgage payments are due on the first payment due date after the case is filed and continue monthly thereafter. The amount of postpetition mortgage payments may be adjusted as provided for under the loan documents. Postpetition ongoing homeowner’s association and condominium association assessments may be included in the Plan or may be paid direct. If Debtor intends to pay postpetition assessments through the Plan, list the Regular Monthly Payment. If Debtor intends to pay postpetition assessments direct, state “Direct” in the Regular Monthly Payment column.

Last Four Digits of Acct. No.	Creditor	Collateral Address	Regular Monthly Payment	Gap Payment	Arrears

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(c) Claims Secured by Real Property - Debtor Seeks Mortgage Modification Mediation (MMM). No later than 90 days from the petition date or the date the case converts to Chapter 13, Debtor shall file a motion seeking MMM. Information and forms related to MMM are available in the Court's procedure manual on the Court's website, www.flmb.uscourts.gov. Pending the resolution of the MMM, the Plan Payments shall include the following adequate protection payments to the Trustee: (1) for *homestead* property, the lesser of 31% of gross monthly income of Debtor and non-filing spouse, if any (after deducting homeowner's association fees), or the normal monthly contractual mortgage payment; or (2) for *non-homestead*, income-producing property, 75% of the gross rental income generated from the property. If Debtor obtains a modification of the mortgage, the modified payments shall be included in the Plan Payments. Debtor will not receive a discharge of personal liability on these claims.

Last Four Digits of Acct. No.	Creditor	Collateral Address	Adequate Protection Payment

(d) Claims Secured by Real Property or Personal Property to Which 11 U.S.C. § 506 Valuation APPLIES (Strip Down). Under 11 U.S.C. § 1322(b)(2), this provision does not apply to a claim secured solely by Debtor's principal residence. A separate motion to determine secured status or to value the collateral must be filed. Payment on the secured portion of the claim, estimated below, is included in the Plan Payments. Unless otherwise stated in Section E, the Plan Payments do not include payments for escrowed property taxes or insurance.

Last Four Digits of Acct. No.	Creditor	Collateral Description/ Address	Claim Amount	Value	Payment Through Plan	Interest Rate

(e) Liens to be Avoided Under 11 U.S.C. § 522 or Stripped Off Under 11 U.S.C. § 506. Debtor must file a separate motion under 11 U.S.C. § 522 to avoid a judicial lien or a nonpossessory, nonpurchase money security interest because it impairs an exemption or under 11 U.S.C. § 506 to determine secured status and to strip a lien.

Last Four Digits of Acct. No.	Creditor	Collateral Description / Address

(f) **Payments on Claims Secured by Real Property and/or Personal Property to Which 11 U.S.C. § 506 Valuation DOES NOT APPLY Under the Final Paragraph in 11 U.S.C. § 1325(a).** The claims listed below were either: (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for Debtor’s personal use; or (2) incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the Plan with interest at the rate stated below.

Last Four Digits of Acct. No.	Creditor	Collateral Description/ Address	Claim Amount	Payment Through Plan	Interest Rate

(g) **Claims Secured by Real or Personal Property to be Paid with Interest Through the Plan Under 11 U.S.C. § 1322(b)(2).** The following secured claims will be paid in full under the Plan with interest at the rate stated below.

Last Four Digits of Acct. No.	Creditor	Collateral Description/ Address	Claim Amount	Payment Through Plan	Interest Rate

(h) **Claims Secured by Personal Property – Maintaining Regular Payments and Curing Arrearages, if any, Under 11 U.S.C. § 1322(b)(5).** Under 11 U.S.C. § 1328(a)(1), unless the principal amount of the claim is paid in full through the Plan, Debtor will not receive a discharge of personal liability on these claims.

Last Four Digits of Acct. No.	Creditor	Collateral Description	Regular Contractual Payment	Arrearage

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U.S.C. § 501(c), and no objection to the claim is pending. If Plan Payments are timely paid, payments to creditors/lessors under the Plan shall be deemed contractually paid on time.

(a) Assumption of Leases/Executory Contracts for Real or Personal Property to be Paid and Arrearages Cured Through the Plan Under 11 U.S.C. § 1325(b)(5). Debtor assumes the following leases/executory contracts and proposes the prompt cure of any prepetition arrearage as follows. Under 11 U.S.C. § 1328(a)(1), if the claim of the lessor/creditor is not paid in full through the Plan, Debtor will not receive a discharge of personal liability on these claims.

Last Four Digits of Acct. No.	Creditor/Lessor	Description of Leased Property	Regular Contractual Payment	Arrearage and Proposed Cure

(b) Assumption of Leases/Executory Contracts for Real or Personal Property to be Paid Directly by Debtor. Debtor assumes the following lease/executory contract claims that are paid via automatic debit/draft from Debtor’s depository account and are to continue to be paid directly to the creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay under 11 U.S.C. §§ 362(a) and 1301(a) is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor’s state law contract rights. Because these leases/executory contracts are not provided for under the Plan, under 11 U.S.C § 1328(a), Debtor will not receive a discharge of personal liability on these claims.

Last Four Digits of Acct. No.	Creditor/Lessor	Property/Collateral

(c) Rejection of Leases/Executory Contracts and Surrender of Real or Personal Leased Property. Debtor rejects the following leases/executory contracts and will surrender the following leased real or personal property. The automatic stay under 11 U.S.C. §§ 362(a) and 1301(a) is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan.

Last Four Digits of Acct. No.	Creditor/Lessor	Property/Collateral to be Surrendered

7. **GENERAL UNSECURED CREDITORS.** General unsecured creditors with allowed claims shall receive a *pro rata* share of the balance of any funds remaining after payments to the above-referenced creditors or shall otherwise be paid under a subsequent Order Confirming Plan. The estimated dividend to unsecured creditors shall be no less than \$_____.

D. **GENERAL PLAN PROVISIONS:**

1. Secured creditors, whether or not provided for under the Plan, shall retain the liens securing such claims.
2. Payments made to any creditor shall be based upon the amount set forth in the creditor's proof of claim or other amount as allowed by order of the Court.
3. If Debtor fails to check (a) or (b) below, or if Debtor checks both (a) and (b), property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise. Property of the estate
 - (a) _____ shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise, or
 - (b) _____ shall vest in Debtor upon confirmation of the Plan.
4. The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief and/or the proofs of claim as filed and allowed. Unless otherwise ordered by the Court, the Trustee shall only pay creditors with filed and allowed proofs of claim. An allowed proof of claim will control, unless the Court orders otherwise.
5. Debtor may attach a summary or spreadsheet to provide an estimate of anticipated distributions. The actual distributions may vary. If the summary or spreadsheet conflicts with this Plan, the provisions of the Plan control prior to confirmation, after which time the Order Confirming Plan shall control.
6. Debtor shall timely file all tax returns and make all tax payments and deposits when due. (However, if Debtor is not required to file tax returns, Debtor shall provide the Trustee with a statement to that effect.) For each tax return that becomes due after the case is filed, Debtor shall provide a complete copy of the tax return, including business returns if Debtor owns a business, together with all related W-2s and Form 1099s, to the Trustee within 14 days of filing the return. Unless otherwise ordered, consented to by the Trustee, or ordered by the Court, Debtor shall turn over to the Trustee all tax refunds in addition to the Plan Payments. Debtor shall not instruct the Internal Revenue Service or other taxing agency to apply a refund to the following year's tax liability. **Debtor shall not spend any tax refund without first having obtained the Trustee's consent or Court approval.**

E. **NONSTANDARD PROVISIONS as Defined in Federal Rule of Bankruptcy Procedure 3015(c).** Note: Any nonstandard provisions of this Plan other than those set out in this Section are deemed void and are stricken.

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CERTIFICATION

By filing this document, the Attorney for Debtor, or Debtor, if not represented by an attorney, certifies that the wording and order of the provisions in this Chapter 13 Plan are identical to those contained in the Model Plan adopted by this Court, and that this Plan contains no additional or deleted wording or nonstandard provisions other than any nonstandard provisions included in Section E.

SIGNATURE(S):

Debtor(s)

_____ Date _____

_____ Date _____

Attorney for Debtor(s)

_____ Date _____

Accompanying
Orders List
for
U.S. Bankruptcy
Court, Middle
District of Florida
(Effective
January 5, 2023)

AMERICAN BANKRUPTCY INSTITUTE

UNITED STATES BANKRUPTCY COURT, MIDDLE DISTRICT OF FLORIDA

ACCOMPANYING ORDERS LIST

Effective *01/05/2023*

The Court permits and encourages submission of proposed orders simultaneously with the docketing of the following papers, with no requirement for hearing or waiting for Court to request proposed order.

Submission of proposed orders must follow the established guidelines, which are located on the Court's website in the Proposed Orders Procedure.

PROPOSED ORDERS TO BE SUBMITTED BY THE MOVING PARTY

Application for Compensation or Reimbursement of Expenses by any entity if the request does not exceed \$1,000 [any chapter]
Application for Compensation for Mortgage Modification Mediation – Chapter 13
Application for Compensation for Student Loan Management
Application to Deposit Unclaimed Funds in Registry of Court
Application to Employ/Retain a Professional – Chapters 7, 12, and 13 only
Application/Motion for Writ of Garnishment
Motion to Amend Order Pursuant to Local Rule 9072-1(e)
Motion for Approval of Forbearance Agreement (If the debtor is a debtor in a pending Chapter 11, 12, or 13 case, an amendment or modification to the plan may be required. In confirmed Chapter 12 and 13 cases, debtors and their attorneys should consult with the Standing Chapter 13 Trustee regarding whether the debtor must file a motion to modify the confirmed plan.
Motions to Approve Insurance Premium Financing
Motion to Approve Joint Stipulation (Excluding those related to 11 U.S.C. § 727 or Fed. R. Bankr. P. 4001(d) matters)
Motion for Additional Redactions to Transcript
Motion to Continue or Reschedule Hearing
Motion for Default Judgment and Motions for Default Final Judgment
Motion to Delay Discharge filed by Debtor
Motion to Deposit Funds into Court Registry
Motion to Determine Adequate Assurance for Payment of Utility Services or, in the Alternative, Establishing the Procedure for Determining Adequate Assurance

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Motion by Lender to Authorize Chapter 13 Trustee to Disburse Returned Funds
Motion to Authorize Chapter 13 Trustee to Disburse Accumulated and Ongoing Adequate Protection Payments in Mortgage Modification Mediation Cases
Motion to Exceed the Ten Page Limit required by Local Rule 7001-1(j)(2)
Motion to Excuse Appearance at 341 Meeting of Creditors (if filed with Trustee's Consent)
Motion for Exemption from Credit Counseling
Motion for Exemption from Financial Management Course
Motion to Expedite Hearing
Motion to Extend Time to File a Reaffirmation Agreement (Requests for extensions of 60 days or less)
Motion to Extend Time to File Tax Return
Motion to Extend Time to Obtain Credit Counseling
Motion to Extend Time to Respond to an Adversary Complaint (if unopposed)
Motion to File Papers Under Seal
Motion to Limit Notice
Motion for Order Confirming Termination of Automatic Stay (Chapter 13 cases only, by operation of the operative Administrative Order Prescribing Procedures in Chapter 13 Cases and Debtor's proposed Chapter 13 plan)
Motion for Order Confirming Absence of Automatic Stay under 11 U.S.C. § 362(c)(4)
Motion for Refund of Fee Payment
Motion to Reimpose Stay (After Debtor has filed an amended Chapter 13 plan that includes payments to secured creditor(s) in plan payments)
Motion to Reinstate Case
Motion to Reopen
Motion to Reopen Administratively Closed Individual Chapter 11 Case filed by Debtor for reason other than to obtain discharge and final decree
Motion to Reserve Asset from Abandonment
Motion to Shorten Time
Motion for Stay Relief after Debtor Defaults on Adequate Protection Order (if Adequate Protection Order so provides)
Motion for Substitution of Counsel

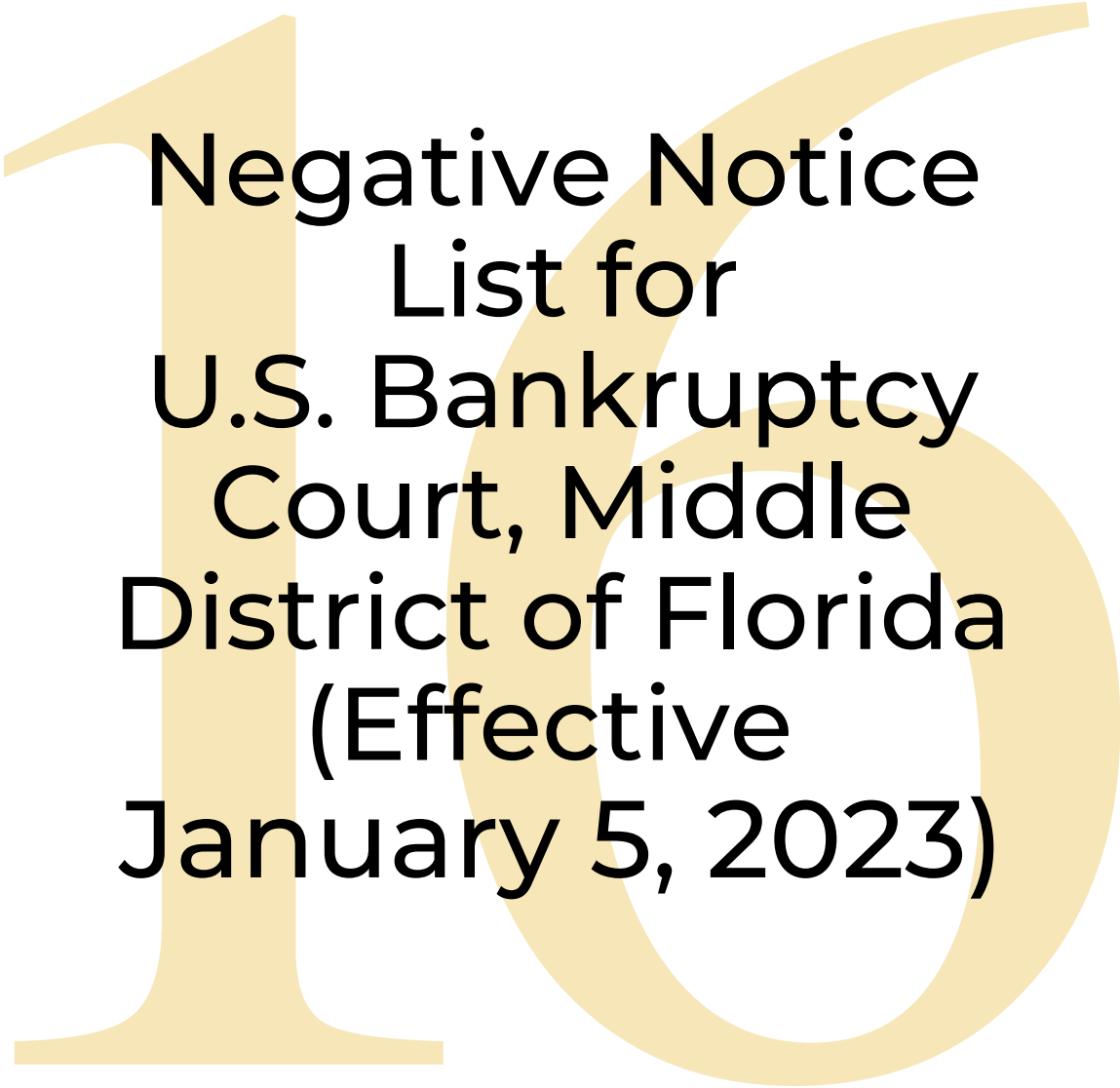
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Motion for Temporary Approval of Mortgage Modification Agreement
Motion for Wage Deduction Order/ Motion to Direct Employer to Forward Earnings
Motion for Writ of Garnishment (Submit proposed Writ of Garnishment as attachment to motion docket entry)

ORDERS PREPARED BY THE COURT

[Counsel should **not** submit proposed orders on these types of motions and applications]

Application to Pay Filing Fees in Installments
Application for Waiver of the Chapter 7 Filing Fee / Have the Chapter 7 Filing Fee Waived
Motion to Allow Witness to Testify by Video
Motion to Appear <i>Pro Hac Vice</i>
Motion to Convert filed by Debtor (Unless a Chapter 11 Trustee is Appointed)
Motion/Notice to Dismiss a Chapter 12/13 Case filed by Debtor (unless case previously converted)
Motion for Entry of Default
Motion to Extend Deadline to File Schedules, Statements and Chapter 13 Plan
Motion for Payment of Unclaimed Funds
Motion to Redact Information and to Restrict Public Access
Motion for Referral to Mortgage Modification Mediation



Negative Notice
List for
U.S. Bankruptcy
Court, Middle
District of Florida
(Effective
January 5, 2023)

AMERICAN BANKRUPTCY INSTITUTE

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

NEGATIVE NOTICE LIST

****Effective 01/05/2023****

The Court permits and encourages service of the following papers filed in Bankruptcy Cases using negative notice as permitted by Local Rule 2002-4. The negative notice legend shall provide for a 21-day objection period unless stated otherwise below.

Standard Negative Notice Legend:

**NOTICE OF OPPORTUNITY TO
OBJECT AND REQUEST FOR HEARING**

If you object to the relief requested in this paper you must file a response with the Clerk of Court at (address) [and, if the moving party is not represented by an attorney, mail a copy to the moving party at (address)] within (number) days from the date of the attached proof of service, plus an additional three days if this paper was served on any party by U.S. Mail.

If you file and serve a response within the time permitted, the Court will either notify you of a hearing date or the Court will consider the response and grant or deny the relief requested in this paper without a hearing. If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, and the Court may grant or deny the relief requested without further notice or hearing.

You should read these papers carefully and discuss them with your attorney if you have one. If the paper is an objection to your claim in this bankruptcy case, your claim may be reduced, modified, or eliminated if you do not timely file and serve a response.

Negative Notice Legend for ALL Fee Applications (NOTE: the fee application does NOT need to be served with the Notice):

**NOTICE OF APPLICATION FOR COMPENSATION
AND REIMBURSEMENT OF EXPENSES AND
OPPORTUNITY TO OBJECT AND REQUEST FOR HEARING**

[Applicant], [role in case, e.g., counsel, accountant, broker] for [client, e.g., debtor, trustee, Official Committee of Unsecured Creditors] ("Applicant") has filed an application for compensation in the amount of \$_____ and reimbursement of expenses in the amount of \$_____ (the "Application"). A copy of the Application may be viewed on the case docket or may be obtained by request to Applicant at [telephone number] or [email address].

If you object to the Application, you must file an objection with the Clerk of Court at [address] within 21 days from the date of the proof of service below, plus an additional three days if this notice was served on any party by U.S. Mail.

If you file and serve an objection within the time permitted, the Court will either (1) notify you of a hearing date, or (2) consider the Application and approve or disapprove the Application without a hearing. If you do not file an objection within the time permitted, the Court will consider that you do not oppose the Application, and the Court will consider the Application without further notice or hearing.

Bankruptcy Cases

Chapter 7

Application for Compensation for Special Counsel (use the NN Legend for All Fee Applications)
Application/Motion to Pay
Application for Payment of Administrative Expenses (Interim)
Motion for Approval of Permanent Mortgage Modification Agreement
Motion for Approval of Stipulation for Repurchase of Non-Exempt Assets by Trustee
Motion for Leave to Withdraw as Counsel (14-day notice, pursuant to <u>Local Rule 2091-2</u>)
Motion for Order Confirming that the Automatic Stay is Terminated under 11 U.S.C. § (362(c)(3)
Motion for Relief from Stay (excluding requests for prospective relief)
Motion for Turnover (30-day notice required)
Motion Objecting to Discharge pursuant to Rule 4004(a)
Motion/Notice of Intent to Abandon Property filed by Trustee (14-day notice, pursuant to Fed. R. Bankr. P. 6007(a))
Motion to Approve Agreements Relating to Relief from Stay, Prohibiting or Conditioning the Use, Sale or Lease of Property, Providing Adequate Protection, Use of Cash Collateral and Obtaining Credit pursuant to Fed. R. Bankr. P. 4001(d) (14-day notice)
Motion to Approve Compromise or Settlement
Motion to Assume or Reject Lease/Executory Contract
Motion by Chapter 7 Trustee to Authorize Interim Distribution to Creditors or to Pay Administrative Expenses
Motion to Avoid Lien on Exempt Property
Motion to Compel Abandonment (14-day notice, pursuant to Fed. R. Bankr. P. 6007(b))
Motion to Confirm Priority of Modified Mortgage
Motion to Determine Property is of Consequential Value to Estate filed by Trustee (362(h)(2))
Motion to Dismiss for Failure to Attend 341 Meeting filed by Trustee
Motion to Extend Time to File a Motion to Dismiss Case Pursuant to 11 U.S.C. § 707(b)
Motion to Extend Time to Object to Discharge or file Complaint to Determine Dischargeability
Motion to Reclassify Claims
Motion to Redeem
Motion/Notice to Sell or Lease Property (does not apply to sales free and clear of interests)
Motion to Transfer Case or Change Venue (14-day notice)
Motion to Vacate Mortgage Modification Mediation Order
Objection to Claim (30-day notice required)
Objection to Exemptions

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Chapter 11

Application for Final Compensation (must be accompanied by the Chapter 11 Fee Application Summary available on the Court's website). (use NN Legend for All Fee Applications)
Application for Interim Compensation (must be accompanied by the Chapter 11 Fee Application Summary available on the Court's website) (use NN Legend for All Fee Applications)
Application for Compensation for Special Counsel (use NN Legend for All Fee Applications)
Application to Employ/Retain a Professional (14-day notice required); under Fed. R. Bankr. P. 6003, orders may be submitted after expiration of 21 days from the filing of the petition.
Application/Motion to Pay
Motion for Approval of Permanent Mortgage Modification Agreement
Motion for Final Decree (14-day notice)
Motion for Leave to Withdraw as Counsel (14-day notice , pursuant to Local Rule 2091-2)
Motion for Turnover (30-day notice required)
Motion/Notice of Intent to Abandon Property filed by Trustee or Debtor in Possession (14-day notice , pursuant to Fed. R. Bankr. P. 6007(a))
Motion to Administratively Close Individual Chapter 11 Case
Motion to Approve Agreements Relating to Relief from Stay, Prohibiting or Conditioning the Use, Sale or Lease of Property, Providing Adequate Protection, Use of Cash Collateral and Obtaining Credit pursuant to Fed. R. Bankr. P. 4001(d) (14-day notice)
Motion to Approve Compromise or Settlement
Motion to Avoid Lien on Exempt Property
Motion to Determine Secured Status/Value (and Strip Lien if Applicable) (30-day notice required)
Motion to Reopen Administratively Closed Case when filed by a Creditor
Motion to Reopen Administratively Closed Individual Chapter 11 Case to Obtain Discharge and Final Decree when filed by the Debtor
Motion to Transfer Case or Change Venue (14-day notice)
Motion to Vacate Mortgage Modification Mediation Order
Objection to Claim (30-day notice required)

2023 ALEXANDER L. PASKAY MEMORIAL BANKRUPTCY SEMINAR

Chapter 12 and Chapter 13

Application for Administrative Expense Claim for Attorney for Debtor – Chapter 13 (14-day notice)
Application for Compensation filed by Chapter 7 Trustee’s Attorney in Converted Case (use NN Legend for All Fee Applications)
Application for Quantum Meruit Compensation filed by Chapter 7 Trustee in Converted Case (use NN Legend for All Fee Applications)
Application for Compensation for Special Counsel (use NN Legend for All Fee Applications)
Application/Motion to Pay
Motion for Approval of Permanent Mortgage Modification Agreement
Motion for Leave to Withdraw as Counsel (14-day notice, pursuant to Local Rule 2091-2)
Motion for Order Confirming that the Automatic Stay is Terminated under 11 U.S.C. § 362(c)(3)
Motion for Relief from Co-Debtor Stay
Motion for Relief from Stay as to the Debtor (excluding requests for prospective relief)
Motion Objecting to Discharge pursuant to Rule 4004(a)
Motion/Notice of Intent to Abandon Property filed by Trustee (14-day notice, pursuant to Fed. R. Bankr. P. 6007)
Motion to Approve Agreements Relating to Relief from Stay, Prohibiting or Conditioning the Use, Sale or Lease of Property, Providing Adequate Protection, Use of Cash Collateral and Obtaining Credit pursuant to Fed. R. Bankr. P. 4001(d) (14-day notice)
Motion to Approve Compromise or Settlement (with the exception of those regarding Personal Injury Claims)
Motion to Assume or Reject Lease/Executory Contract
Motion to Avoid Lien on Exempt Property
Motion to Confirm Priority of Modified Mortgage
Motion to Declare Debtor Current and Reinstated on Secured Claim
Motion to Declare Secured Claim Satisfied and Lien Released
Motion to Determine Secured Status/Value (and Strip Lien if Applicable) (30-day notice required)
Motion to Dismiss by Trustee
Motion to Modify Confirmed Plan (Trustee will prepare the Order)
Motion to Offset Funds Filed by Trustee
Motion to Sell or Lease Property (does not apply to sales free and clear of interests)
Motion to Transfer Case or Change Venue (14-day notice)
Motion for Turnover (30-day notice required)
Motion to Vacate Mortgage Modification Mediation Order
Objection to Claim (30-day notice required)

AMERICAN BANKRUPTCY INSTITUTE

Adversary Proceedings

The Court requires, in Local Rule 7001-1, service of specified motions in Adversary Proceedings, using negative notice procedures found in Local Rule 2002-4. The negative notice legend shall provide for a 14-day response period, except for motions for summary judgment for which the response time shall be 21 days unless otherwise ordered by the Court.

Motions to abstain
Motions to amend pleadings
Motions for attorney's fees or costs under Fed. R. Bankr. P. 7054
Motions to dismiss and other motions under Fed. R. Bankr. P. 7012
Motions for leave to intervene
Motions regarding joinder or substitution of parties
Motions related to discovery
Motions for summary judgment
Motions under Fed. R. Bankr. P. 9023 and 9024

Faculty

Vincent F. Alexander, CFE is a partner in the Fort Lauderdale, Fla., office of Lewis Brisbois Bisgaard & Smith LLP and a member of its Bankruptcy & Insolvency and Complex Business & Commercial Litigation practices. He has experience in bankruptcy reorganizations and liquidations, out-of-court restructurings, asset sales, and bankruptcy- and insolvency-related litigation. Mr. Alexander regularly represents debtors, equitholders, chapter 7 and liquidating trustees, and unsecured creditors' committees, as well as other creditors, in bankruptcy proceedings and related litigation. He also has experience successfully representing clients in complex litigation matters, including fraud, trade secret and restrictive covenants, breach of contract, unfair and deceptive trade practices, fiduciary issues, and sports and entertainment. Before becoming a lawyer, Mr. Alexander was a linebacker in the NFL with the New York Jets and Arizona Cardinals, and was a mortgage banker for a large national lender. He received his B.A. in economics and commerce in 2003 from the University of Pennsylvania and his J.D. *cum laude* in 2009 from the University of Miami School of Law.

Hon. Roberta A. Colton is a U.S. Bankruptcy Judge for the Middle District of Florida in Orlando, appointed on April 1, 2016. She has an extensive background in bankruptcy mediation dating back to the early 1990s, when she worked with the Middle District of Florida to develop a pilot program that included mediation rules, training and qualifications for bankruptcy mediators. In 1992, Judge Colton presented a program on mediation in bankruptcy at the National Conference of Bankruptcy Judges and the following year co-authored "Confidentiality Issues in Bankruptcy Mediation," which was published in the *Norton Bankruptcy Advisor*. While in private practice, Judge Colton mediated numerous complex and noncomplex bankruptcy and commercial disputes. Upon taking the bench, she continued bankruptcy mediations and now conducts judicial mediations for cases pending before her colleagues on the bench. In September 2016, she served as an instructor at the Federal Judicial Center's Judicial Mediation Workshop. Before coming on the bench, Judge Colton practiced at Trenam Law in Tampa, Fla., for 33 years. Her practice included business reorganization, bankruptcy litigation, foreclosure/lender liability, creditors' committees, bankruptcy trustee representation, commercial litigation and bankruptcy asset sales. Prior to joining Trenam Law, she served as a judicial law clerk for Hon. James C. Hill of the U.S. Court of Appeals for the Eleventh Circuit. Judge Colton has served on the Board of Regents for the American College of Bankruptcy and as chair of the Local Rules Committee for the U.S. Bankruptcy Court for the Middle District of Florida. She was the former chair of the Florida Bar Business Law Section, Bankruptcy/UCC Committee, and the Tampa Bay Bankruptcy Bar Association. She currently co-chairs the Judicial Liaison Committee for the Florida Bar's Business Law Section. Judge Colton received her B.A. in commerce with distinction from the University of Virginia in 1979 and her J.D. from William & Mary Law School in 1982, where she served on its law review and was a national moot court finalist.

Andrea S. Hartley is the chair of Akerman LLP's Bankruptcy and Reorganization Practice Group, in Miami. An experienced bankruptcy and creditors' rights litigator, she counsels clients in the financial services, real estate, hospitality, restaurant, health care and retail sectors on business reorganizations and liquidations, assumption and rejection of leases/contracts, workouts, debt restructurings, assignments for the benefit of creditors, and creditors' rights. She also has experience with fraudulent conveyance and preferential transfer litigation. Ms. Hartley acts on behalf of corporate debtors,

committees, lenders, secured and unsecured creditors, commercial landlords, suppliers, vendors, and purchasers of troubled companies and their assets, both in and out of bankruptcy court. She served as national chair of the 17,000-member Law Practice Division of the American Bar Association (ABA), and she is a past chair of the ABA Women Rainmakers and a Fellow of the ABA. She also served as only the third female president of the Dade County Bar Association in its then-95-year history. Ms. Hartley is admitted to practice in all Florida District Courts and in the U.S. Supreme Court. She received her B.S. in 1987 with honors from the University of Florida and her J.D. in 1990 from the University of Florida Levin College of Law.

Elena Paras Ketchum is a shareholder with the law firm of Stichter, Riedel, Blain & Postler, P.A. in Tampa, Fla., and is heavily involved in the firm’s insolvency, transactional and commercial litigation practices. In the insolvency arena, she is chiefly noted for her representation of debtors in possession in chapter 11 cases in such industries as trucking, manufacturing, construction, retail, restaurant, health care, printing and grocery. Ms. Ketchum has been lead counsel in successful out-of-court workouts of loans totaling in the hundreds of millions of dollars, and she represents clients in negotiating and documenting such complicated transactions as workout and loan modification agreements and agreements related to asset sales. On the transactional side, she has represented numerous buyers and sellers in connection with complex stock and asset sales and borrowers and guarantors in commercial loan transactions. Ms. Ketchum is well versed in Chapter 727 of the Florida Statutes dealing with “Assignments for the Benefit of Creditors,” having represented assignor and assignees. She previously was an assistant state attorney with the State Attorney’s Office for the Thirteenth Judicial Circuit, Hillsborough County, where she was assigned to the Felony division. Ms. Ketchum currently serves on the Local Rules Lawyers Advisory Committee for the U.S. Bankruptcy Court for the Middle District of Florida, is a past chair of the District-Wide Steering Committee for the U.S. Bankruptcy Court for the Middle District of Florida, and is a past president of the Tampa Bay Bankruptcy Bar Association. She is AV-rated by Martindale-Hubbell and listed in *Chambers USA, The Best Lawyers in America* and *Super Lawyers*. Ms. Ketchum received her B.A. from Agnes Scott College and her J.D. in 1997 from the University of Florida Levin College of Law.

J. Ryan Yant is a shareholder with Carlton Fields, P.A. in Tampa, Fla., where he focuses on bankruptcy and creditors’ rights law, and he has substantial courtroom experience. He has represented both debtors and creditors in chapter 7, 11, 12 and 13 bankruptcies, and has handled associated contested matters and adversary proceedings, with an emphasis on personal and corporate chapter 11 debtor representation. In court, Mr. Yant has handled all aspects of client representation and case management from beginning to end, including hearings, depositions, mediations and negotiations with opposing parties. He also has drafted all documents necessary for representation, including complaints, answers, plans, disclosure statements, confirmation orders, motions, responses, objections, applications and proposed orders. Prior to joining Carlton Fields, Mr. Yant clerked for Hons. K. Rodney May and Roberta A. Colton of the U.S. Bankruptcy Court for the Middle District of Florida. He has been listed in *The Best Lawyers in America* as one of its Ones to Watch, Bankruptcy and Creditor/Debtor Rights/Insolvency and Reorganization Law, from 2021–23. Mr. Yant received his B.S. *cum laude* in 1986 from the University of Florida, his M.B.A. with honors in 2013 from Stetson University and his J.D. *cum laude* in 2013 from Stetson University College of Law.