

KYEB Local Forms

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**United States Bankruptcy Court
for the Eastern District of Kentucky**

Rights and Responsibilities of Chapter 13 Debtors and Their Attorneys

It is important for debtors who file a bankruptcy case under chapter 13 to understand their rights and responsibilities. It is also important that the debtors know what their attorneys' responsibilities are, and understand the importance of communicating with their attorney to make the case successful. Debtors should know that they may expect certain services to be performed by their attorney, and they should understand that the attorney may charge for those services.

It is also important that attorneys understand what is expected of them if they represent debtors in chapter 13 cases in the Eastern District of Kentucky. An attorney representing a debtor in a chapter 13 case is expected to provide competent representation, which requires the knowledge of chapter 13 law and practice, skill, thoroughness and preparation reasonably necessary for the representation.

In order to assure that debtors and their attorneys understand their rights and responsibilities in the bankruptcy process, the following guidelines provided by the Court are hereby agreed to by the debtors and their attorneys. Unless the Court orders otherwise:

THE DEBTOR AGREES TO:

- 1) Discuss with the attorney the debtor's objectives in filing the case, and inform the attorney of any imminent deadlines.
- 2) Provide complete, truthful, and accurate information at all times.
- 3) Timely provide the attorney with all documents requested by the attorney.
- 4) Promptly respond to all communications from the attorney.
- 5) Cooperate with the attorney in preparing all required bankruptcy papers and documents, thoroughly reviewing drafts of documents, and promptly advising the attorney of corrections or additions needed.
- 6) Understand that the trustee might disagree with the attorney, or that the Court might make a ruling adverse to the debtor, and that the attorney cannot guarantee the outcome of the bankruptcy proceedings.
- 7) Comply with all orders of the Bankruptcy Court.
- 8) Make plan payments as required; turn over tax refunds, bonuses, or other lump sum payments if required by the plan or Court order.
- 9) If the plan calls for payments to be made by the debtor directly to any creditor, make all payments in a timely manner.
- 10) Keep records of all plan payments made and all mortgage payments made while in chapter 13.
- 11) Attend the 341 meeting of creditors with proof of social security number and a photo ID.
- 12) File all tax returns; pay postpetition taxes that come due.
- 13) Keep the attorney and the trustee informed of the debtor's address and telephone number.
- 14) Inform the attorney of any wage garnishments, repossessions, or collection efforts which occur or continue after the filing of the case.
- 15) Contact the attorney promptly if at any time during the case the debtor:
 - a. receives lottery winnings, an inheritance, lawsuit settlements or awards, or other unanticipated money;
 - b. files a lawsuit or consults with another attorney about filing a lawsuit, or is considering a settlement in lieu of filing a lawsuit;
 - c. loses his/her job or has other significant financial problems;
 - d. has questions about or does not understand a matter related to the case;

- e. wants to sell any property; or
- f. wants to borrow money, incur debt, or refinance a loan.

- 16) Complete the required instructional course in personal financial management.
- 17) If the debtor has a domestic support obligation, contact the attorney when plan payments have been completed and inform the attorney whether all DSO payments have been made.

THE ATTORNEY AGREES TO:

- 1) Meet with the debtor to review the debtor's debts, assets, income and expenses.
- 2) Counsel the debtor regarding the option of filing either a chapter 7 or chapter 13 case, discuss both procedures with the debtor, and answer the debtor's questions.
- 3) Ascertain that the debtor is eligible to file a bankruptcy petition under chapter 13.
- 4) Advise the debtor of the requirements to obtain prepetition credit counseling and a postpetition financial management course from approved providers.
- 5) Obtain from the debtor and review the debtor's deeds, mortgages, tax returns, paystubs, car titles, and other appropriate documentation. If the petition is filed before the documents are received and reviewed, advise the debtor of the potential risks of doing so.
- 6) Timely prepare the debtor's petition, statements, schedules, plan, and related documents. Verify that the information contained therein is consistent with the documentation provided by the debtors.
- 7) Take reasonable steps to verify that all creditors are scheduled and are given appropriate notice.
- 8) Review the completed bankruptcy petition, statements, schedules, and all related documents with the debtor; make necessary changes and additions; obtain the debtor's signature; promptly file the petition/statements/schedules.
- 9) 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 mortgages, vehicle loan payments, and student loans.
- 10) Explain to the debtor how, when and where to make chapter 13 plan payments; inform the debtor when the plan payment amount changes.
- 11) Advise the debtor of the necessity of maintaining insurance on collateral.
- 12) Advise the debtor not to sell any property without prior Court approval, or give away any money or property. Advise the debtor not to borrow money, incur debt, or refinance any loans without prior Court approval.
- 13) Advise the debtor of the necessity of filing all tax returns and of paying all postpetition taxes.
- 14) Explain to the debtor which debts will not be dischargeable upon completion of the plan, with particular attention to student loans. If the debtor is not entitled to a discharge, explain the consequences.
- 15) 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 and the necessity of bringing a photo ID and acceptable proof of SSN to the meeting.
- 16) Attend the 341 meeting and any court hearings, either personally or through another attorney.
- 17) If an attorney not employed by debtor's attorney's law firm will be attending the 341 meeting or any court hearing, provide to that attorney sufficient information to allow for proper representation.
- 18) Serve the chapter 13 plan and any amended plan on all creditors and other parties on a timely basis.
- 19) Timely address objections to plan confirmation including the Trustee's Report and Recommendation as to Confirmation, and where necessary, prepare, file, and serve responses or amended plans.
- 20) Where appropriate, prepare, file and serve necessary amended statements and schedules, in

accordance with information provided by the debtor.

- 21) Timely review secured and priority claims; timely file amended plans to address claims if necessary; where appropriate, timely file and serve objections to improper or invalid claims. With respect to claims secured by a debtor's residence, timely review Notices of Payment Changes, Notices of Postpetition Fees, Notices of Final Cure Payment, and Responses to Notices of Final Cure Payment; if necessary, take appropriate action.
- 22) Timely file proofs of claims on behalf of creditors if necessary for the protection or benefit of the debtor.
- 23) Upon information received from the debtor, contact creditors who continue to communicate with the debtor after filing, and if necessary, file appropriate pleadings.
- 24) Prepare, file and serve appropriate pleadings necessary to accomplish the goals of the chapter 13 case, including but not limited to:
 - a. motions to extend the automatic stay;
 - b. motions for turnover of repossessed property necessary to an effective reorganization;
 - c. motions to avoid liens on real or personal property;
 - d. motions to deem mortgage current or notices of final cure payment;
 - e. affidavit that debtor is current on post-confirmation DSO payments; and
 - f. file financial management certificate.
- 25) Take appropriate action to address a trustee's motion to dismiss for lack of feasibility of the plan.
- 26) Monitor all pleadings filed in the case.
- 27) Communicate with the debtor to discuss pending issues or matters in the case.
- 28) Comply with local and federal rules, and all Court orders.

THE ATTORNEY'S COMPENSATION:

The attorney may accept, in lieu of filing a fee application, a presumptively reasonable fee in an amount up to and including \$3,500, provided the plan is confirmed. This fee includes:

- all services rendered up to and including confirmation of a plan;
- services rendered in post-confirmation matters referenced above; and
- representation in two (2) post-confirmation matters from the following list:
 - Responding to a motion to dismiss the case for failure to make plan payments;
 - Responding to a motion for relief from stay;
 - Filing a motion to modify the plan to address a delinquency (including a motion to suspend plan payments);
 - Addressing a trustee's motion to modify the plan;
 - Filing an application to incur debt; or,
 - Filing a motion to sell property.
- • all expenses incurred in connection with the above, excluding filing fees and reimbursement of actual costs for required prepetition credit counseling.

The presumptively reasonable fee does not include:

- Defense of any adversary proceeding;
- Representation in any unanticipated litigation or contested proceedings arising from the debtor's failure to provide complete and accurate information to the attorney;
- Representation in any matter not otherwise addressed herein.

The attorney's representation of the debtor continues through the time the debtor receives a discharge, the case is dismissed, the case is converted, or the court approves the attorney's withdrawal from representation (whether based on a request of the attorney or of the debtor). Therefore, the debtor's attorney is expected to provide, in addition to the services described herein, such other legal services as are necessary for the administration of the chapter 13 case. However, the attorney may seek additional compensation for such services.

Any compensation sought in excess of the presumptively reasonable fee of \$3,500 must be requested by filing an application for compensation pursuant to the applicable Federal Rules of Bankruptcy Procedure and applicable Local Rules.

DEBTOR

DEBTOR

ATTORNEY FOR DEBTOR

DATED: _____

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF KENTUCKY DIVISION**

IN RE:

CASE NO.

DEBTOR(S)

CERTIFICATION REGARDING CHAPTER 13 RIGHTS AND RESPONSIBILITIES

The undersigned attorney certifies that a copy of the Rights and Responsibilities of Chapter 13 Debtors and Their Attorneys in the United States Bankruptcy Court for the Eastern District of Kentucky has been provided to the debtor(s); has been reviewed with the debtor(s); and has been agreed to by the debtor(s) and counsel as setting forth the responsibilities of the debtor(s) and the minimum standards of practice expected of counsel for the debtor(s).

ATTORNEY FOR DEBTOR

DATED:_____

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF KENTUCKY**

In Re:

Case No. _____

Debtor(s)

CHAPTER 13 PLAN

Original Amended

Date:

NOTICE TO CREDITORS: This plan may modify your rights. If you oppose any provision of the plan you must file an objection with the Bankruptcy Court by the deadline fixed by the Court. If you do not file a timely objection, you will have accepted the terms of the plan, and the plan can be confirmed without further notice or hearing.

Reference to "Debtor" herein shall include both Debtors in a joint case.

I. PLAN PAYMENTS. The Debtor shall pay to the Trustee (*check one*):

\$ _____ each month **OR** the payments per the attached schedule.

Plan payments shall be made to the Trustee by Payroll Deduction (Specify H or W in joint case)

Employer Name:

Address:

and

Phone Number:

II. SECURED CLAIMS.

A. Secured Claims To Be Paid Through the Plan and Motion to Value Collateral.

1. Pre-Confirmation Adequate Protection Payments; Post-Confirmation Adequate Protection Payments to be Paid Concurrently with Debtor's Attorney's Fee. Pre-confirmation adequate protection payments to the following Creditors holding allowed secured claims shall be paid by the Trustee through the plan as provided below. Adequate protection payments shall not accrue or be paid until the Creditor files a proof of claim. The principal amount of the Creditor's claim shall be reduced by the amount of the pre-confirmation adequate protection payments remitted. Payments will continue as provided below after confirmation until the attorney's fee for debtor's counsel is paid in full.

Secured Creditor	Collateral Description	Adequate Protection Monthly Payment

2. Secured Claims Valued Under § 506. The Debtor moves the Court to value collateral as follows according to 11 U.S.C. § 506(a). Each of the following secured claims, if allowed, shall be paid through the plan until the secured value or the amount of the claim, whichever is less, has been paid in full. Any remaining portion of the allowed claim shall be treated as a general unsecured claim. Any claim with a secured value of \$0 shall be treated as a general unsecured claim.

Secured Creditor	Collateral Description	Estimated Amount of Claim	Secured Value	Interest Rate*	Monthly Payment

* If blank, the interest rate shall be the WSJ Prime Rate on the date of confirmation plus 2 percentage points. An allowed secured tax claim shall be paid with interest at the applicable statutory rate in effect on the date on which the plan is confirmed, notwithstanding any contrary provision in the plan.

3. Secured Claims Not Subject to Valuation Under § 506. Each of the following claims, if allowed, shall be paid through the plan until the amount of the claim as set forth in the Creditor's proof of claim has been paid in full.

Secured Creditor	Collateral Description	Estimated Amount of Claim	Interest Rate*	Monthly Payment

*If blank, the interest rate shall be the WSJ Prime Rate on the date of confirmation plus 2 percentage points. **An allowed secured tax claim shall be paid with interest at the applicable statutory rate in effect on the date on which the plan is confirmed, notwithstanding any contrary provision in the plan.**

4. Lien Retention. The holder of any allowed secured claim provided for by the plan shall retain a lien until a condition specified in 11 U.S.C. §1325(a)(5)(B)(i)(I) occurs, at which time the lien shall be released.

B. Curing Defaults and Maintaining Payments on Mortgages and Other Secured Debts.

1. Payments by Debtor. The Debtor shall pay each claim listed below, except any prepetition arrearage, by making payments directly to the Creditor according to the underlying contract. Except as otherwise provided in the plan, any allowed claim for prepetition arrearages shall be paid through the plan until the amount of the arrearage as set forth in the Creditor’s proof of claim has been paid in full.

Secured Creditor	Collateral Description	Estimated Amount of Arrearage	

*If the arrearage claim is to cure a default in an agreement that was entered into after October 22, 1994, no interest shall accrue or be paid on the claim. With respect to all other agreements, the interest rate shall be the contract rate.

2. Payments by Third Party. The following claims, including any amount for prepetition arrearages, shall be paid by a non-filing third party making payments directly to the Creditor according to the underlying contracts.

Secured Creditor	Collateral Description	Name of Party Making Payments	Relationship to Debtor
		To be provided on request of Trustee or a Creditor.	

C. Surrender of Property. The Debtor surrenders the following property. Upon confirmation the automatic stay and co-debtor stay are terminated as to the collateral being surrendered, and the provisions in Section II.D. of the plan (“Orders Granting Relief From Stay”) apply.

Secured Creditor	Collateral Description

D. Orders Granting Relief From Stay. If at any time during the life of the plan an order terminating the automatic stay is entered, no further distributions shall be made to the Creditor until such time as an amended claim for the remaining unpaid balance is filed and allowed. Pursuant to Local Rule 4001-1, a creditor whose claim is secured by personal property shall have 90 days from termination of the stay in which to file an amended claim for the remaining unpaid balance. A creditor whose claim is secured by real property shall have 180 days from termination of the stay in which to file an amended claim for the remaining unpaid balance. If an amended claim is not timely filed, the claim will be treated as satisfied in full.

E. Avoidance of Liens under 11 U.S.C. §522(f). The Debtor will file a separate motion pursuant to Local Rule 4003-2 to avoid the liens of the following creditors under 11 U.S.C. §522(f). Except to the extent the plan provides otherwise, the allowed claims of such creditors shall be treated as general unsecured claims.

Secured Creditor	Collateral Description

F. All Other Secured Claims. An allowed secured claim not provided for in the plan shall be classified in a junior class of secured claims that will be paid through the plan on a pro rata basis with all other allowed secured claims in the class. Each allowed claim in the class will be paid to the extent of the value of the collateral set forth in the Creditor’s proof of claim or the amount of the allowed claim, whichever is less, with interest at the WSJ Prime Rate on the date of confirmation or the date on which the proof of claim is filed, whichever is later, plus 2 percentage points, or if a secured tax claim, with interest at the applicable statutory rate in effect on the date on which the plan is confirmed. Allowed administrative expenses shall be paid in full prior to distribution to this class of secured claims.

III. PRIORITY CLAIMS.

A. All claims entitled to priority under section 507 (including administrative expenses) shall be paid in full. Except to the extent the plan provides otherwise, all expenses entitled to administrative priority under section 507(a)(2) shall be paid in full prior to distribution to any other class of claims entitled to priority. All other classes of claims entitled to priority shall be paid concurrently on a pro rata basis.

B. Trustee’s Fee. The percentage fee payable to the Trustee shall be paid before or at the time of each payment to creditors and other claimants. The Trustee is authorized to collect the statutory percentage fee at the time of distribution of pre-confirmation adequate protection payments. The percentage fee is fixed by the United States Trustee and cannot be modified by the plan.

C. Attorney’s Fee.

1. Counsel for the debtor requests compensation as follows:

a. Pursuant to Local Rule 2016-2(a) an attorney’s fee for Debtor’s counsel shall be allowed in the amount of \$ _____ (not to exceed \$3,500). Of this amount, the debtor paid \$ _____ prior to the filing of the petition, leaving a balance of \$ _____ to be paid through the plan. (The Debtor/Attorney for Debtor have complied with Local Rule 2016-2(a) and this must match the Rule 2016(b) Disclosure of Compensation of Attorney For Debtor(s)). Any additional requests for fees or expenses will be requested by separate application.

OR

b. An attorney’s fee for Debtor’s counsel will be requested by separate application and shall be paid as allowed by the Court.

2. Until the allowed attorney’s fee is paid in full, creditors holding secured claims (including arrearage claims) shall be paid only adequate protection payments set forth in Section II.A. of the plan.

D. Domestic Support Obligations (“DSO”). Unless otherwise provided in the plan, any allowed unsecured claim for a pre-petition domestic support obligation shall be paid through the plan until the amount of the claim as set forth in the Creditor’s proof of claim has been paid in full.

E. Tax Claims. The allowed claim of any entity for taxes shall be paid according to the proof of claim unless otherwise ordered by the Court.

IV. UNSECURED CLAIMS.

A. Minimum Amount Required for Distribution to Priority and Non-priority Unsecured Claims. The minimum amount required for distribution to priority and non-priority unsecured claims shall be the greater of: (1) the projected disposable income for the applicable commitment period; (2) the amount required to satisfy the liquidation test; or (3) the amount required to pay priority claims in full.

B. General Unsecured Claims.

1. The trustee shall calculate the “pool” amount available for distribution to unsecured creditors. Creditors holding general unsecured claims shall be paid on a pro rata basis to the greatest extent possible. No interest accruing after the date of the filing of the petition shall be paid on the claims of creditors holding unsecured claims.

2. **Co-Signed Debts To Be Paid in Full.** The following creditors holding unsecured claims for which a non- filing debtor is also liable shall be paid in full, without interest, concurrently with other general unsecured claims.

Creditor	Description of Claim	Co-Signer	Relationship to Debtor
		To be provided on request of Trustee or a Creditor.	

V. LEASES AND EXECUTORY CONTRACTS.

A. Rejection of Leases and Surrender of Property. The Debtor hereby rejects the following leases and executory contracts and will surrender the leased property. In addition, any lease or executory contract not specifically assumed below is deemed rejected. Upon confirmation the automatic stay and co-debtor stay are terminated as to the leased property. No distributions shall be made to the creditor until an amended claim for any deficiency is filed and allowed. Any allowed claim for a deficiency shall be treated as a general unsecured claim.

Creditor	Description of Leased Property or Nature of Contract

B. Curing Defaults and Retaining Leased Property. The Debtor shall pay the following unexpired leases or executory contracts, except any prepetition arrearage, by making payments directly to the Creditors according to the underlying contracts. Unless otherwise provided in the plan or Court order, any allowed claim for prepetition arrearages relating to the lease or contract shall be paid through the plan concurrently with secured claims.

Creditor	Description of Leased Property or Nature of Contract	Estimated Amount of Arrearages	Monthly Payment on Arrearage

VI. GENERAL PROVISIONS.

- A. An order of the Bankruptcy Court supersedes any provision of the plan which is in conflict with the order.
- B. Claims will be paid in accordance with the plan only to the extent funds are available.
- C. Claims of different classes may be paid concurrently if sufficient funds are available.
- D. The trustee is authorized to extend the duration of the plan as necessary to pay allowed expenses and claims as provided in the plan; however, the plan may not provide for payments over a period that is longer than 5 years. The trustee is authorized to adjust the amount of the monthly payment disbursed to each secured creditor as may be necessary in the administration of the plan.
- E. As soon as practicable after the claims bar date, the trustee will file and serve on all creditors a Notice of Allowance of Claims, which will set forth the treatment of all claims and project the anticipated distribution to unsecured creditors. To the extent there is a conflict between the Notice of Allowance of Claims and the confirmed plan, the provisions of the Notice of Allowance of Claims will control.

VII. SPECIAL PROVISIONS.

A. The Debtor attaches hereto and incorporates herein the following amendments (check all that apply):

- Plan Payment Schedule
- Add Proceeds from Personal Injury or Other Cause of Action
- Add Proceeds from Sale of Property

- Add Proceeds from Inheritance or Other Right to Receive Income or Property
- Other

B. The Debtor proposes the following special provisions.

DEBTOR

DEBTOR

ATTORNEY FOR DEBTOR(S)

DATED: _____

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF KENTUCKY
_____ DIVISION**

IN RE:

CASE NO. _____

DEBTOR(S)

ORDER CONFIRMING CHAPTER 13 PLAN DATED _____

A plan under chapter 13 having been filed and served by the debtor on all creditors, and it appearing that the plan meets requirements for confirmation, IT IS ORDERED:

The plan is confirmed.

The plan as confirmed is deemed to incorporate by reference all pre-confirmation orders affecting the treatment of claims and liens, and to the extent of any inconsistency between the plan and any order, the terms of the order are deemed to control.

The trustee is authorized to adjust the amount of the monthly payment disbursed to each secured creditor as may be necessary in the administration of the plan.

Any fee requested in section III.C.1.a. of the plan is hereby allowed.

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF KENTUCKY

In re:

Case No. _____

Debtor

Chapter 11

CERTIFICATION OF PLAN COMPLETION AND REQUEST FOR DISCHARGE

The above-captioned debtor certifies under penalty of perjury that the following are true and correct:

- 1. All plan payments have been completed and the debtor is entitled to a discharge.
- 2. Pursuant to 11 U.S.C. § 1129(a)(14), all amounts payable for domestic support obligations, if any, due on or before the date set forth below (including any amounts due before the filing of the bankruptcy petition to the extent provided for by the plan) have been paid.
- 3. The provisions of 11 U.S.C. § 522(q)(1) are not applicable to this case under 11 U.S.C. § 1141(d)(5)(C) and there are no proceedings pending against the debtor of the kind described in 11 U.S.C. § 522(q)(1)(A) or 522(q)(1)(B).
- 4. The debtor has completed an instructional course concerning personal financial management pursuant to FRBP 4004(c)(4) (see also FRBP 1007(b)(7)), and has either previously filed Official Form 23 so certifying with the Court, or such certification and accompanying documents are being contemporaneously filed herewith.

The undersigned requests that a discharge be granted in accordance with 11 U.S.C. § 1141(d)(5)(A).

DATE: _____

DEBTOR

JOINT DEBTOR (If Any)

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF KENTUCKY

In re: Case No. _____

Debtor Chapter 11

**CERTIFICATION OF DEBTOR ELIGIBILITY REGARDING
REQUEST FOR DISCHARGE PRIOR TO COMPLETION OF PLAN PAYMENTS**

The above-captioned debtor certifies under penalty of perjury that the following are true and correct:

1. All of the requirements of 11 U.S.C. § 1141(d)(5)(B) have been met and the debtor is entitled to a hardship discharge.
2. Pursuant to 11 U.S.C. § 1129(a)(14), all amounts payable for domestic support obligations, if any, due on or before the date set forth below (including any amounts due before the filing of the bankruptcy petition to the extent provided for by the plan) have been paid.
3. The provisions of 11 U.S.C. § 522(q)(1) are not applicable to this case under 11 U.S.C. § 1141(d)(5)(C) and there are no proceedings pending against the debtor of the kind described in 11 U.S.C. § 522(q)(1)(A) or 522(q)(1)(B).
4. The debtor has completed an instructional course concerning personal financial management described in FRBP 4004(c)(4) (see also FRBP 1007(b)(7)), and has either previously filed Official Form 23 so certifying with the Court, or such certification and accompanying documents are being contemporaneously filed herewith.

DATE: _____

DEBTOR

JOINT DEBTOR (If Any)

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF KENTUCKY**

In re: Case No. _____

Debtor Chapter 12

CERTIFICATION OF PLAN COMPLETION AND REQUEST FOR DISCHARGE

The above-captioned debtor certifies under penalty of perjury that the following are true and correct:

- 1. All plan payments have been completed and the debtor is entitled to a discharge.
- 2. Pursuant to 11 U.S.C. § 1228(a), all amounts payable for domestic support obligations, if any, due on or before the date set forth below (including any amounts due before the filing of the bankruptcy petition to the extent provided for by the plan) have been paid.
- 3. The provisions of 11 U.S.C. § 522(q)(1) are not applicable to this case under 11 U.S.C. § 1228(f) and there are no proceedings pending against the debtor of the kind described in 11 U.S.C. § 522(q)(1)(A) or 522(q)(1)(B).

The undersigned requests that a discharge be granted in accordance with 11 U.S.C. § 1228(a).

DATE:

Debtor

Joint Debtor (if any)

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF KENTUCKY**

In re: Case No. _____

Debtor Chapter 12

**CERTIFICATION OF DEBTOR INFORMATION
REGARDING REQUEST FOR HARDSHIP DISCHARGE**

The above-captioned debtor certifies under penalty of perjury that the following are true and correct:

- 1. All of the requirements of 11 U.S.C. § 1228(b) have been met and the debtor is entitled to a hardship discharge.
- 2. Pursuant to 11 U.S.C. § 1228(a), all amounts payable for domestic support obligations, if any, due on or before the date set forth below (including any amounts due before the filing of the bankruptcy petition to the extent provided for by the plan) have been paid.
- 3. The provisions of 11 U.S.C. § 522(q)(1) are not applicable to this case under 11 U.S.C. § 1228(f) and there are no proceedings pending against the debtor of the kind described in 11 U.S.C. § 522(q)(1)(A) or 522(q)(1)(B).

The undersigned requests that a discharge be granted in accordance with 11 U.S.C. § 1228(b).

DATE:

Debtor

Joint Debtor (if any)

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF KENTUCKY

In re: Case No. _____

Debtor Chapter 13

CERTIFICATION OF PLAN COMPLETION AND REQUEST FOR DISCHARGE

The above-captioned debtor certifies under penalty of perjury that the following are true and correct:

- 1. All plan payments have been completed and the debtor is entitled to a discharge.
2. Pursuant to 11 U.S.C. § 1328(a), all amounts payable for domestic support obligations, if any, due on or before the date set forth below (including any amounts due before the filing of the bankruptcy petition to the extent provided for by the plan) have been paid.

If the debtor was required to pay domestic support obligations, provide the following information: Current address of debtor: _____

Current employer's name and address: _____

- 3. The provisions of 11 U.S.C. § 522(q)(1) are not applicable to this case under 11 U.S.C. § 1328(h) and there are no proceedings pending against the debtor of the kind described in 11 U.S.C. § 522(q)(1)(A) or 522(q)(1)(B).
4. The debtor has not received a discharge in a case filed under chapter 7, 11, or 12 of this title during the 4-year period preceding the date of the order for relief under this chapter, or in a case filed under chapter 13 of this title during the 2-year period preceding the date of such order.
5. The debtor has completed an instructional course concerning personal financial management pursuant to FRBP 4004(c)(4) (see also FRBP 1007(b)(7)), and has either previously filed Official Form 23 so certifying with the Court, or such certification and accompanying documents are being contemporaneously filed herewith.

The undersigned requests that a discharge be granted in accordance with 11 U.S.C. § 1328(a).

DATE:

Debtor

Joint Debtor (if any)

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF KENTUCKY

In re: Case No. _____

Debtor Chapter 13

CERTIFICATION OF DEBTOR INFORMATION
REGARDING REQUEST FOR HARDSHIP DISCHARGE

The above-captioned debtor certifies under penalty of perjury that the following are true and correct:

- 1. All of the requirements of 11 U.S.C. § 1328(b) have been met and the debtor is entitled to a hardship discharge.
2. Pursuant to 11 U.S.C. § 1328(a), all amounts payable for domestic support obligations, if any, due on or before the date set forth below (including any amounts due before the filing of the bankruptcy petition to the extent provided for by the plan) have been paid.

If the debtor was required to pay domestic support obligations, provide the following information: Current address of debtor: _____

Current employer's name and address: _____

- 3. The provisions of 11 U.S.C. § 522(q)(1) are not applicable to this case under 11 U.S.C. § 1328(h) and there are no proceedings pending against the debtor of the kind described in 11 U.S.C. § 522(q)(1)(A) or 522(q)(1)(B).
4. The debtor has not received a discharge in a case filed under chapter 7, 11, or 12 of this title during the 4-year period preceding the date of the order for relief under this chapter, or in a case filed under chapter 13 of this title during the 2-year period preceding the date of such order.
5. The debtor has completed an instructional course concerning personal financial management pursuant to FRBP 4004(c)(4) (see also FRBP 1007(b)(7)), and has either previously filed Official Form 23 so certifying with the Court, or such certification and accompanying documents are being contemporaneously filed herewith.

The undersigned requests that a discharge be granted in accordance with 11 U.S.C. § 1328(b). DATE:

Debtor

Joint Debtor (if any)