

SECTION C:

**How to do a plan and
cursory overview of MMM?**

MIAMI PLANS AND LANGUAGE

UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF FLORIDA

www.flsb.uscourts.gov

CHAPTER 13 PLAN (Individual Adjustment of Debts)

- _____ Amended Plan (Indicate 1st, 2nd, etc. amended, if applicable)
 _____ Modified Plan (Indicate 1st, 2nd, etc. amended, if applicable)

DEBTOR: _____ JOINT DEBTOR: _____ CASE NO.: _____
 Last Four Digits of SS# _____ Last Four Digits of SS# _____

MONTHLY PLAN PAYMENT: Including trustee's fee of 10% and beginning 30 days from filing/conversion date, Debtor(s) to pay to the trustee for the period of _____ months. In the event the trustee does not collect the full 10%, any portion not collected will be paid to creditors pro-rata under the plan:

- A. \$ _____ for months _____ to _____;
 B. \$ _____ for months _____ to _____;
 C. \$ _____ for months _____ to _____; in order to pay the following creditors:

Administrative: Attorney's Fee - \$ _____ TOTAL PAID \$ _____
 Balance Due \$ _____ payable \$ _____/month (Months _____ to _____)

Secured Creditors: [Retain Liens pursuant to 11 U.S.C. §1325 (a)(5)] Mortgage(s)/Liens on Real or Personal Property:

1. _____ Arrearage on Petition Date \$ _____
 Address: _____ Arrears Payment \$ _____/month (Months _____ to _____)
 _____ Regular Payment \$ _____/month (Months _____ to _____)
 Account No: _____
2. _____ Arrearage on Petition Date \$ _____
 Address: _____ Arrears Payment \$ _____/month (Months _____ to _____)
 _____ Regular Payment \$ _____/month (Months _____ to _____)
 Account No: _____
3. _____ Arrearage on Petition Date \$ _____
 Address: _____ Arrears Payment \$ _____/month (Months _____ to _____)
 _____ Regular Payment \$ _____/month (Months _____ to _____)
 Account No: _____

IF YOU ARE A SECURED CREDITOR LISTED BELOW, THE PLAN SEEKS TO VALUE THE COLLATERAL SECURING YOUR CLAIM IN THE AMOUNT INDICATED. A SEPARATE MOTION WILL ALSO BE SERVED ON YOU PURSUANT TO BR 7004 and LR 3015-3.

Secured Creditor	Description of Collateral and Value of Collateral	Interest Rate	Plan Payments	Months of Payment	Total Plan Payments
	\$ _____	% _____	\$ _____	_____ To _____	
	\$ _____	% _____	\$ _____	_____ To _____	
	\$ _____	% _____	\$ _____	_____ To _____	

Priority Creditors: [as defined in 11 U.S.C. §507]

1. _____ Total Due \$ _____
 Payable \$ _____/month (Months _____ to _____) Regular Payment \$ _____
2. _____ Total Due \$ _____
 Payable \$ _____/month (Months _____ to _____) Regular Payment \$ _____

Unsecured Creditors: Pay \$ _____/month (Months _____ to _____).
 Pro rata dividend will be calculated by the Trustee upon review of filed claims after bar date.

Other Provisions Not Included Above:

I declare that the foregoing chapter 13 plan is true and correct under penalty of perjury.

Debtor _____
 Date: _____

Joint Debtor _____
 Date: _____

**UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF FLORIDA
CHAPTER 13 PLAN (Individual Adjustment of Debts)**

www.flsb.uscourts.gov

Amended Plan (Indicate 1st, 2nd, etc. amended, if applicable)
 Modified Plan (Indicate 1st, 2nd, etc. amended, if applicable)

DEBTOR: _____ JOINT DEBTOR: _____ CASE NO.: _____
 Last Four Digits of SS# xxxx-5555 Last Four Digits of SS# _____

MONTHLY PLAN PAYMENT: Including trustee's fee of 10% and beginning 30 days from filing/conversion date, Debtor(s) to pay to the trustee for the period of _____ months. In the event the trustee does not collect the full 10%, any portion not collected will be paid to creditors pro-rata under the plan:

A. \$ _____ for months 1 to 60; in order to pay the following creditors:

Administrative: Attorney's Fee - \$ _____ TOTAL PAID \$ _____
 Balance Due \$ _____ payable \$ _____ /month (Months _____ to _____)

*Debtor attorney's fees
Chapter 7 Trustee attorney's fees when converted after issues
Other:*

Secured Creditors: [Retain Liens pursuant to 11 U.S.C. §1325 (a)(5)] Mortgage(s)/Liens on Real or Personal Property:

*Cure and Maintain
Loss Mitigation Mediation
Compel HAMP/MOD
Pay current HOA when Stripped Below
Other:*

IF YOU ARE A SECURED CREDITOR LISTED BELOW, THE PLAN SEEKS TO VALUE THE COLLATERAL SECURING YOUR CLAIM IN THE AMOUNT INDICATED. A SEPARATE MOTION WILL ALSO BE SERVED ON YOU PURSUANT TO BR 7004 and LR 3015-3.

Secured Creditor	Description of Collateral and Value of Collateral	Interest Rate	Plan Payments	Months of Payment	Total Plan Payments
	\$ _____	%	\$ _____	_____ To _____	

*Stripped Down Value
Stripped Off
Stripped Down Interest
Extend Secured Payment at Contract Rate*

Priority Creditors: [as defined in 11 U.S.C. §507]---Paid in Full

*IRS Debt
Child Support
Alimony
Other:*

Unsecured Creditors: Pay \$ _____ /month (Months _____ to _____).

*Projected Disposable Income
Non-Exempt Assets
Fraudulent Transfer/Preference
100% payment
Other:*

Pro rata dividend will be calculated by the Trustee upon review of filed claims after bar date.

Other Provisions Not Included Above:

*Current and Outside
Assume/Reject Lease
Surrender
Contract/Trustee Language: IVL, Gambling Language, Lawsuit Language
Other:*

I declare that the foregoing chapter 13 plan is true and correct under penalty of perjury.

Debtor
Date: _____

Joint Debtor
Date: _____

ABOVE: []
ABOVE, PASSES:

Debtor: Ana Sanchez [0222]

BELOW: N/A
Schedule J: _____

Joint Debtor: N/A []

Case No. 14 - _____ - _____

Non-Exempt: \$12,000.00

U/S Payment Based on: PDI / TRANSFERS / GOOD FAITH / **NON-EXEMPTS**

Goals of the Plan: _____

Attorney's Fees Paid-to-Date: \$1,500 / (\$3,500 base fee + Motions)

Motions: MTV R/P (\$525): MTV P/P (\$525): _____ 522(f) (\$525): _____ TBE _____
LMM(\$2,500) LMM2 (\$2,500) _____

1st Mortgage Cure/LMM:

Creditor: Bank of America

Pmt Address: 111 La Salle Blvd, Akron, OH 12345

Acct.No. 1234 Reg. Pmt: N/A Arrearage: \$626.01 ^{LMM}

Headquarter Address LMM: See Sunbiz.org for CEO/Representative Service

Property Address: Non-Homestead: 137 SW 165th Place
Miami, FL 33186

2nd Mortgage Cure/LMM:

Creditor: _____

Pmt Address: _____

Acct.No. _____ Reg. Pmt.: _____ Arrearage: _____

Headquarter Address LMM: _____

Property Address: _____

HOA Cure: Master HOA - Homestead

Pmt Address: 123 SW 74th Ave, Miami, FL 33155

Acct. No. 123 Reg. Pmt.: \$100.00 Arrearage: \$8,900.00

Strip-Down:

Creditor: _____ Acct. No. _____

Lien Inf. _____ Value _____

Property Address: _____

Creditor: _____ Acct. No. _____

Lien Inf. _____ Value _____

Property Address: _____

Strip-Off:

Creditor: Citibank

Acct No. XXXX-0202 Lien Inf. 2nd Mortgage

Property Address: Non-Homestead: 137 SW 165th Place

Creditor: _____

Acct No. _____ Lien Inf. _____

Property Address: _____

Priority (Paid in Full):

Pay to IRS: \$1,200.00

Child Support: [Parent] N/A

Address: _____

Reg. Pmt.: _____

Arrearage: _____

Payments on lease are current and will be assumed for the following:

Residential lease for non-homesteaded with Allen Morales

Other Provisions:

UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF FLORIDA

CHAPTER 13 PLAN (Individual Adjustment of Debts) www.flsb.uscourts.gov

[] LMM _____ Amended Plan (Indicate 1st, 2nd, etc. amended, if applicable)

[] _____ Modified Plan (Indicate 1st, 2nd, etc. modified, if applicable)

In Re: ANA SANCHEZ
XXX-XX-0222

CASE NO.:
14-

MONTHLY PLAN PAYMENT: Including trustee's fee of 10% and beginning 30 days from filing/conversion date, Debtor(s) to pay to the trustee for the period of 60 months. In the event the trustee does not collect the full 10%, any portion not collected will be paid to creditors pro-rata under the plan:

A. \$1,291.41 for months 1 to 60 in order to pay the following creditors:

Administrative: SAFE HARBOR ATTORNEY FEES:

Base Fee:	\$ 3,500.00
MTV R/P	\$ 775.00
Loss Mitigation Mediation	\$ 2,500.00
TOTAL	\$ 6,775.00

LESS: Total Paid: _____
Balance Due: _____ **\$ 1,500.00**

Payable:----- \$ 405.77 /month (Months 1 to 13)

Secured Creditors: [Retain Liens pursuant to 11 U.S.C. 1325 (a)(5)] Mortgage(s)/Liens on Real or Personal Property:

1 BANK OF AMERICA [Non-Homestead]

Address: 111 La Salle Blvd, Akron, OH 12345
Acct. No.: 1234

MMM Payment	\$ <u>626.01</u> /month (Months 1 to 60)
TPP Payment	_____ /month (Months 1 to 60)
PMod Payment	_____ /month (Months 1 to 60)

**Proposed Modified Payment: Monthly payment HAMP terms P&I \$536.47 and Escrow 89.54. Requesting Principal Reduction of \$50,419.32.*

2 MASTER ASSOCIATION [Homestead]

Address: 123 sw 74TH Ave, Miami, FL 33155
Acct. No.: 123

Arrearage	\$ 8,900.00
Arrears Payment	\$ <u>30.48</u> /month (Months 1 to 13)
Arrears Payment	\$ <u>180.93</u> /month (Months 14 to 60)
Regular Payment	\$ <u>100.00</u> /month (Months 1 to 60)

IF YOU ARE ARE A SECURED CREDITOR LISTED BELOW, THE PLAN SEEKS TO VALUE THE COLLATERAL SECURING YOUR CLAIM IN THE AMOUNT INDICATED. A SEPARATE MOTION WILL ALSO BE SERVED ON YOU PURSUANT TO BR 7004 and LR 3015-3.

Secured Creditor	Description and Value of Collateral	Interest Rate	Plan Payments	Months of Payments	Total Plan Payments
Citibank Acct #0202 [2nd Mtg]	Non-Homestead Value less 1st Mtg \$0.00	n/a	n/a	n/a	n/a

Priority Creditors: [as defined in 11 U.S.C. section 507]

1 INTERNAL REVENUE SERVICE

Total Due:	\$ 1,200.00
\$ <u>25.53</u> /month (Months 14 to 60)	

Unsecured Creditors: Pay \$229.79/month (Months 14 to 60).

Pro rata dividend will be calculated by the Trustee upon review of filed claims after bar date.

Other Provisions Not Included Above:

(1) The Debtor is CURRENT on her obligation to NATIONSTAR MORTGAGE (#1212) on her homestead property located at 129 SW Tarragon Street, Miami, FL 33186, and will continue to pay it outside of the plan.

(2) The Debtor ASSUMES her leasor obligations on the residential lease with Allen Morales.

(Continued on Page 2 of 2)

ANA SANCHEZ

Date

UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF FLORIDA

CHAPTER 13 PLAN (Individual Adjustment of Debts) www.flsb.uscourts.gov

[] LMM _____ Amended Plan (Indicate 1st, 2nd, etc. amended, if applicable)

[] _____ Modified Plan (Indicate 1st, 2nd, etc. modified, if applicable)

In Re: ANA SANCHEZ
XXX-XX-0222

CASE NO.:
14-

Other Provisions Not Included Above: (CONT'D)

(3) The Debtor is CURRENT on her obligation to SANTANDER (#4444) on her 2010 Toyota Corolla, and will continue to pay it outside of the plan.

(4) The Debtor has filed a Verified Motion for Referral to MMM with Bank of America ("Lender"), at loan #1234, for her non-homestead property located 137 SW 165th Place, Miami, FL 33186. The parties shall timely comply with all requirements of the Order of Referral to MMM and all Administrative Orders/Local Rules regarding MMM.

While the MMM is pending and until the trial/interim payment plan or the permanent mortgage modification/permanent payment is established by the parties, the Debtor has included a post-petition plan payment, absent Court order to the contrary, of no less than 31% of the Debtor's gross monthly income as a good faith adequate protection payment to the Lender. All payments shall be considered timely upon receipt by the trustee and not upon receipt by the Lender.

Until the MMM is completed and the Final Report of Mortgage Modification Mediator is filed, any objection to the Lender's Proof of Claim on the real property described above shall be held in abeyance as to the regular payment and mortgage arrearage stated in the Proof of Claim only. The Debtor shall assert any and all other objections to the Proof of Claim prior to confirmation of the plan or modified plan.

If the Debtor, co-obligor/co-borrower or other third party (if applicable) and the Lender agree to a settlement as a result of the pending MMM, the Debtor will file a Motion to Approve Mortgage Modification Agreement with Lender no later than 14 calendar days following settlement. Once the settlement is approved by the Court, the Debtor shall immediately amend or modify the plan to reflect the settlement and the Lender amend its Proof of Claim to reflect the settlement, as applicable.

If a settlement is reached after the plan is confirmed, the Debtor will file a motion to modify the plan no later than 30 calendar days following approval of the settlement by the Court and the Lender shall have leave to amend its Proof of Claim to reflect the settlement reached after confirmation of the plan. The parties will then timely comply with any and all requirements necessary to complete the settlement.

In the event the Debtor receives any financial benefit from the Lender as part of any agreement, the Debtor shall immediately disclose the financial benefit to the Court and the trustee and amend or modify the plan accordingly.

If the Lender and the Debtor fail to reach a settlement, then no later than 14 calendar days after the Mediator's Final Report is filed, the Debtor will amend or modify the plan to (a) conform to the Lender's Proof of Claim (if the Lender has filed a Proof of Claim) or (b) provide that the real property will be surrendered. If the amended or modified plan provides that the real property is to be surrendered, then the obligations to the Lender will be considered "treated outside the plan" and the Lender shall have in rem relief from the automatic stay as to the real property being surrendered. Notwithstanding the foregoing, Lender may file a motion to confirm that the automatic stay is not in effect as to the real property.

Confirmation of the plan will be without prejudice to the assertion of any rights the Lender has to address payment of its Proof of Claim.

ANA SANCHEZ

Date

Calculation of the Plan payments

Total plan payment is payment to U/S, regular payment of HOA and the MMM payment
total the numbers below

\$ 436.25		total	\$ 1,162.26	
\$ 626.01		Divide total by 0.9	\$ 1,291.40	
\$ 100.00		plus a penny	\$ 1,291.41	the plan payment

Atty's Fees	NON-EXEMPT (u/s including IRS)	HOA ARREARS	Total	Total divided by 60 months **
\$ 5,275.00	\$ 12,000.00	\$ 8,900.00	\$ 26,175.00	\$ 436.25

Months to Pay Atty Fees= 12.09
 \$5,275.00 divided by the payment to U/S, etc. \$436.25

Payments to HOA Arrears:

13 months @	\$ 30.48	=	\$ 396.25
Total left	\$ 8,900.00	less	\$ 396.25
		=	\$ 8,503.75

\$ 436.25 Payment**
 \$ 180.93 less HOA Arreas payment
 \$ 25.53 less IRS Priority payment
 equals

Left to Pay the Unsecured Creditors

\$ 229.79 for 47 months = \$ 10,800.00 total paid to Unsecured Creditors

Suggestion Plan Language: Trustee Neidich

What are some plan language suggestions?

The below is example verbiage and free to use to the public:

The following plan language is not required in every case but is for the resolution of issues raised in the Trustee's deficiency. If the language is altered, the debtor's attorney must inform the Trustee prior to confirmation.

100% Language

The debtor(s) will modify the plan to increase the amounts to be paid to provide for a 100% payment of all allowed unsecured claims.

IVL (prefered)

The debtor(s) is hereby advised that the chapter 13 trustee has requested that the debtor(s) comply with 521(f) 1-4 on an annual basis during the pendency of this case. The debtor(s) hereby acknowledges that the deadline for providing the Trustee with their filed tax returns is on or before May 15 of each year the case is pending and that the debtor(s) shall provide the trustee with verification of their disposable income if their gross household income increases by more than 3% over the previous year's income.

OR

IVL (alternative)

At the request of the Chapter 13 Trustee, on or before May 15 of each year during the pendency of the plan, the Debtor(s) will file the documents listed in Section 521(f)(1), (2),(3) and (4).

Lawsuit/litigation language The debtor will modify the plan to provide for the distribution of funds recovered from his pending lawsuit which are not exempt to the unsecured creditors

Gambling language If the debtor receives gambling winnings during the pendency of the plan the debtor shall turn over any gross winnings to the Chapter 13 Trustee for the benefit of the unsecured creditors.

Turn over of tax returns The debtor(s) will provide copies of his/her income tax returns to the Chapter 13 Trustee on or before May 15 and the last pay advice received each year showing the year to date amount withheld for taxes during the pendency of the plan. If the debtor pays less in taxes than the amount listed on CMI line 30 or on the Sch I, the debtor will turnover the difference to the Chapter 13 Trustee for the benefit of the unsecured creditors

SECTION C:

**How to do a plan and
cursory overview of MMM?**

BROWARD PLANS AND LANGUAGE

**CHAPTER 13 SUGGESTIONS
FORT LAUDERDALE AND WEST PALM BEACH DIVISIONS
ROBIN R. WEINER, ESQUIRE STANDING CHAPTER 13 TRUSTEE
(rev. 06/14)**

THE PLAN

The plan must provide for the submission of all or an adequate portion of the debtor's future earnings or other income to the trustee for its execution and must be completed no later than 60 months following the petition filing date [11 U.S.C. § 1322 and § 1325]. The plan must conform to the one-page Local Form "Chapter 13 Plan" approved by the U.S. Bankruptcy Court for the Southern District of Florida pursuant to Local Rule 3015-1(B)(1). A copy of the Local Form "Chapter 13 Plan" is attached hereto with the Trustee's Guidelines for Completion.

All required adequate protection payments under 11 U.S.C. § 1326(a)(1) shall be paid to the chapter 13 trustee in accordance with Bankruptcy Rule 3070-1. The debtor must report all delinquent taxes along with all other priority claims and provide for their full payment. It is strongly suggested that the debtor contact the appropriate taxing authority, prior to filing, to determine whether or not taxes are due and owing, and provide for them accordingly in the plan. Failure to do so will result in an unnecessary delay and a possible dismissal of the case. If the debtor chooses to classify claims, each claim within a class must be treated equally [11 U.S.C. § 1322(a)(3)]. Unfair discrimination is prohibited [11 U.S.C. § 1322(b)(1)].

A plan may provide for the curing of a default while the case is pending provided regular payments are maintained through the plan and the last payment is due after the date on which the final payment under the plan is due [11 U.S.C. § 1322 (b)(5)]. If the plan proposes to cure a mortgage default pursuant to 11 U.S.C. § 1322(b)(5), the debtor must provide for payment of property taxes and insurance not paid by the secured creditor in the budget as monthly expenses.

Further, the plan must clearly state the arrearage amount claimed by the creditor and include any costs and attorneys' fees incurred as a result of state court or other

proceedings, along with the proposed arrearage payment schedule. It is strongly suggested that the debtor's attorney contact secured creditors, prior to filing, to determine the total amount due.

The plan must provide for the continuation of all monthly payments, including all regular mortgage payments, taxes and insurance. If a regular payment is not included in the plan, the debtor must be current and specifically list it as being paid "direct" and is expected to keep current on that debt. If the debtor does not intend to continue making payments on a secured debt, the debtor must specifically list it as being "surrendered" on the plan.

If the plan does not provide for payments to a secured creditor, such creditor is granted in rem stay relief pursuant to the confirmation order to pursue available state court remedies against any property which secures the creditor's claim, whether the claim is listed as direct or surrendered.

If the debtor seeks determination of valuation pursuant to 11 U.S.C. § 506(a) and Bankruptcy Rule 3012 and Local Rule 3015-3(A), such determination must be specified by filling in the valuation section of the Local Form "Chapter 13 Plan". Certain property may not be subject to valuation [See 11 U.S.C. § 1325]. In addition, a chapter 13 debtor seeking to value collateral must serve, as applicable, either the Local Form "Motion to Value and Determine Secured Status of Lien on Real Property" or the Local Form "Motion to Value and Determine Secured Status of Lien on Personal Property" on affected parties in accordance with Bankruptcy Rule 7004 at least 21 days prior to the date of the confirmation hearing [Local Rule 3015-3(A)(1)]. Any objections to the valuation of collateral contained in a chapter 13 plan and in a motion to value collateral must be filed with the court and served on the chapter 13 trustee, the debtor and counsel for the debtor, if any, at least two business days before the date of the hearing on the motion to value collateral.

If no timely objections to the proposed valuation are filed, the valuation specified in the plan will be binding upon the affected secured creditor, and the debtor shall submit a

proposed order. If the collateral consists of real property, the debtor shall submit a proposed order consistent with the Local Form "Order Granting Motion to Value and Determine Secured Status of Lien on Real Property Held By _____." If the collateral consists of personal property, the debtor shall submit a proposed order consistent with the Local Form "Order Granting Motion to Value and Determine Secured Status of Lien on Personal Property Held By_____". [Local Rule 3015-3(A)(2)]

SUGGESTED TAX RETURN LANGUAGE

Debtor shall provide copies of yearly income tax returns to the Trustee no later than May 15th during the pendency of the Chapter 13 case. In the event the Debtor's income or tax refunds increase, Debtor shall increase payments to unsecured creditors over and above payments provided through the Plan up to 100% of allowed unsecured claims.

SUGGESTED LAWSUIT LANGUAGE

In the event the debtor recovers any non-exempt proceeds from their pending lawsuit, those proceeds will be placed in the Debtor's Attorney's Trust Account and turned over to the Chapter 13 Trustee for the benefit of the unsecured creditors over and above what is provided for in the plan up to 100% of allowed unsecured claims.

SUGGESTED LANGUAGE REGARDING CHANGED CIRCUMSTANCES (LANNING LANGUAGE)

Explain the changed circumstances, with specificity in narrative form, in Other Provisions of the Plan. Attach supporting documentation to the Plan. Delineate the changes to lines 11, 30, 39 and 55 to reflect the new net income amount. Recalculate line 58 accordingly. Amend line 59. This is the new disposable income calculation. **Do not amend the CMI Form. Only provide the changes in Other Provisions of the Plan.**

The new gross income on line 11 is \$ _____. The new tax deduction on line 30 is \$ _____. The new insurance deductions on line 39 are \$ _____ (if applicable). The new qualified retirement deductions on line 55 are \$ _____ (if applicable). The total of all deductions on line 58 is now \$ _____. The new monthly disposable income on line 59 is now \$ _____.

(The suggested tax return language must be included in Other Provisions of the Plan for all debtors claiming changed circumstances.)

Debtor shall provide copies of yearly income tax returns to the Trustee no later than May 15th during the pendency of the Chapter 13 case. In the event the Debtor's income or tax refunds increase, Debtor shall increase payments to unsecured creditors over and above payments provided through the Plan up to 100% of allowed unsecured claims.

SUGGESTED LANGUAGE FOR ORDERS ON MOTIONS TO ALLOW LATE FILED PROOFS OF CLAIM
(Non-Recoupment Language)

The Trustee shall not be required to recoup any funds disbursed to any creditors prior to the date of this Order. Movant shall receive a pro rata distribution of the total amount paid to all allowed general unsecured creditors under the confirmed plan, commencing the month following the date of this Order and shall not be entitled to any share of any distribution paid to any creditor prior to the date of this Order.

SECTION C:
**How to do a plan and
cursory overview of MMM?**

MMM Program Overview

MORTGAGE MODIFICATION MEDIATION (MMM) UNDER USBC SDFL AO 14-3 FOR DEBTOR REPRESENTED BY ATTORNEY*

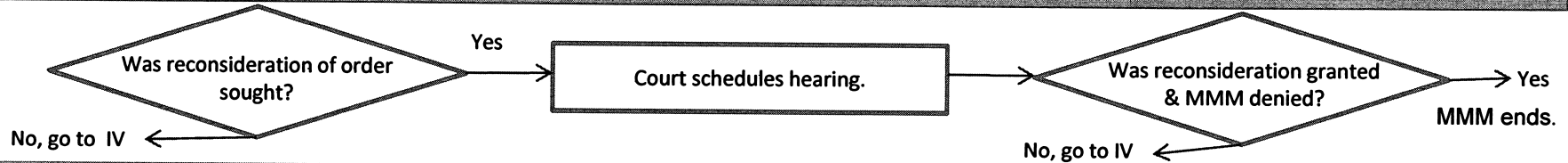
*If motion is being filed out of time, see Section IV(B) of MMM Procedures. If motion is being filed by self represented debtor, see Section IV(C) of MMM procedures.

I. PREPARE TO FILE THE MOTION: Before filing MMM Local Form "Attorney-Represented Debtor's Verified Ex Parte Motion for Referral to Mortgage Modification Mediation" ("Ex Parte Motion") Debtor's Attorney must:

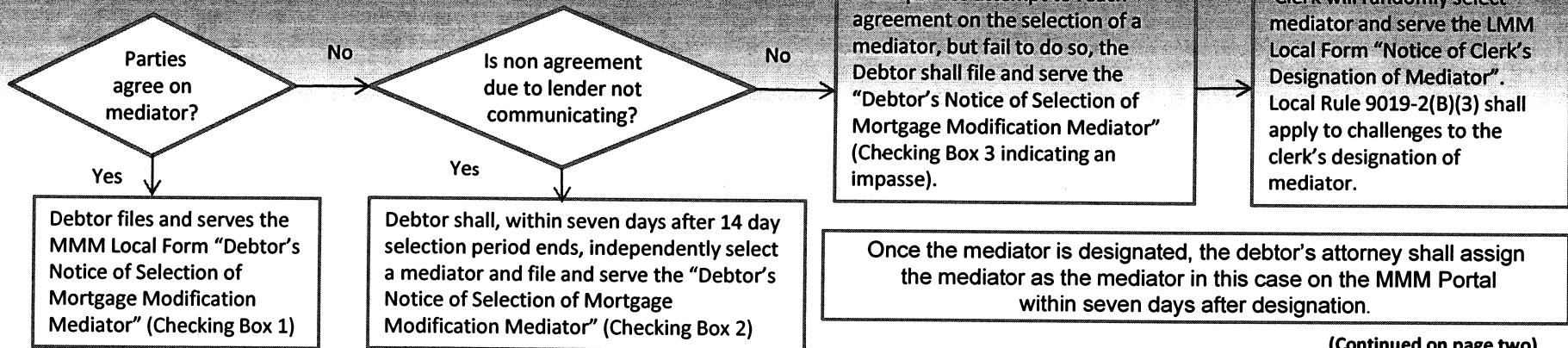
- | | | | | | |
|---|--|---|--|--|--|
| 1. Establish that Debtor is within time frame to obtain order ex parte. | 2. Register as Attorney for Debtor on MMM Portal. Determine if Lender is registered. | 3. Determine if pro bono status will be sought. | 4. Collect fees from Debtor for MMM Portal and Software, and mediator fee, unless pro bono status is sought. | 5. Pay Document Preparation Software fee of \$40 to the MMM approved vendor. Use software to prepare and generate Debtor's initial loan modification package and collect all required supporting documentation so that Debtor's "Completed Package" is ready for signature and submission. | 6. If applicable, obtain MMM Local Form "Consent to Attend and Participate in Mortgage Modification Mediation" signed by each co-obligor/co-borrower/third party . |
|---|--|---|--|--|--|

II. FILE AND SERVE THE MOTION: The "Ex Parte Motion" must be filed within 90 days of filing petition. Attach as an exhibit the Local Form "Order Granting Debtor's Ex Parte Motion for Referral to Mortgage Modification Mediation" ("Ex Parte Order"). Serve on required parties and upload proposed "Ex Parte Order" to Court's E-Orders Program. (Important: Prior to uploading order, confirm that all required boxes in order are marked/checked.)

III. EX PARTE ORDER ENTERED: Attorney for debtor serves order on required parties and uploads order to MMM portal by deadlines set under procedures. Order sets 14 day deadlines for lender to file motion for reconsideration and for mediator selection to be completed.



IV. PROCESS FOR MEDIATOR SELECTION



(Continued on page two)

MMM UNDER USBC SDFL AO 14-3 FOR DEBTOR REPRESENTED BY ATTORNEY – PAGE TWO: EXCHANGE OF INFORMATION & MEDIATION

MMM must be completed not later than 150 days from the date of Order unless extended by order or by stipulation of the parties. Order directs the following:

LENDER:

Lender and, if applicable, Lender’s counsel, within seven days of entry of order, must register with the approved MMM Portal; remit nonrefundable \$300 fee to mediator within seven days of designation; advise Debtor, within seven days of receipt of “completed package” or additional information required.

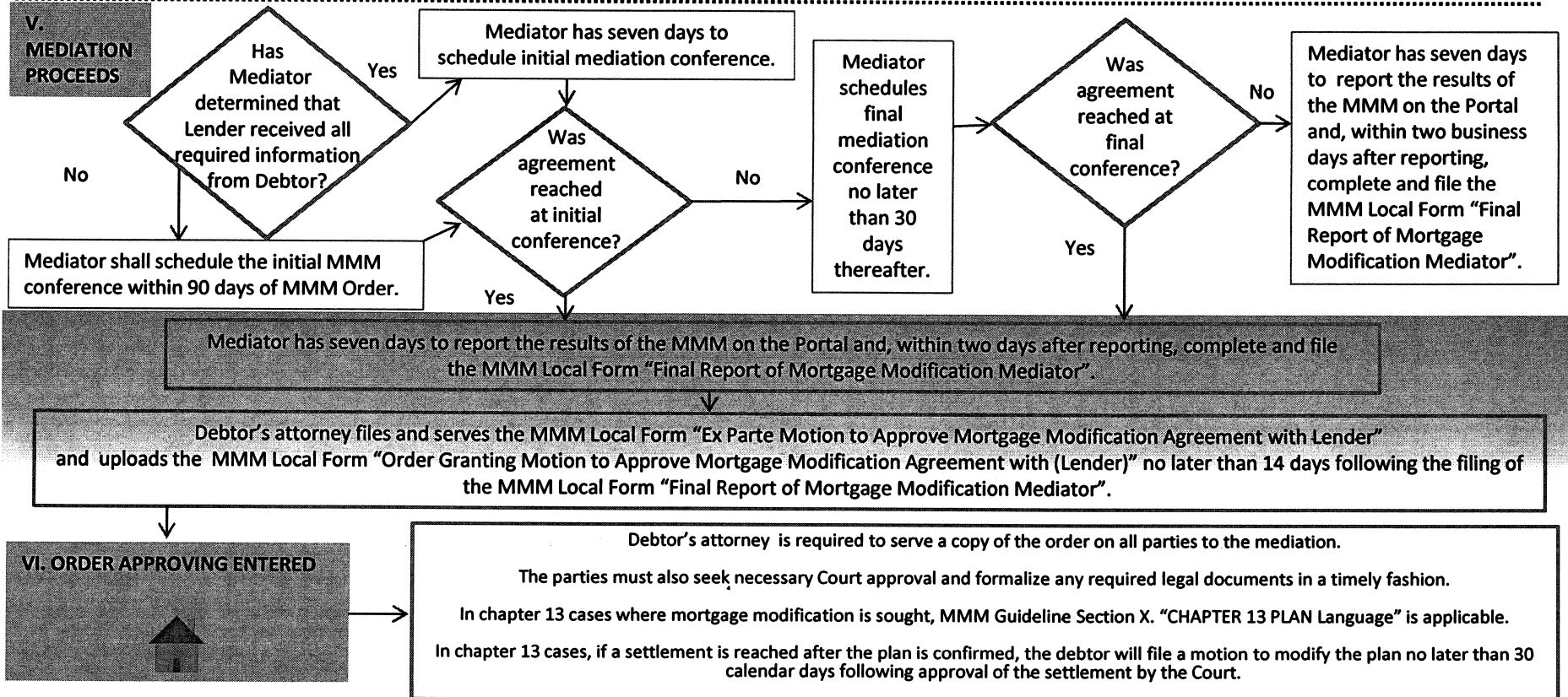
DEBTOR’S ATTORNEY:

Debtor’s attorney, within seven days after mediator is designated or lender registers on the portal (whichever is later), remits to the MMM Portal the required non-refundable portal submission fee in the amount \$25.00, and uploads Debtor’s “Completed Package” and a copy of the MMM Order; any additional lender-specific information identified by Lender on the MMM Portal must be submitted within seven days. Debtor’s attorney must assign mediator to case on the portal and, unless pro bono, remits \$300 nonrefundable fee to mediator within seven days of designation.

MEDIATOR:

The mediator must log in to the MMM Portal within seven days after designation and use the MMM Portal to facilitate any additional exchange of information or documentation between Debtor and Lender in an effort to perfect the documents needed for Lender to complete its analysis of Debtor’s mortgage modification mitigation options.

V. MEDIATION PROCEEDS



VI. ORDER APPROVING ENTERED



Debtor’s attorney is required to serve a copy of the order on all parties to the mediation.

The parties must also seek necessary Court approval and formalize any required legal documents in a timely fashion.

In chapter 13 cases where mortgage modification is sought, MMM Guideline Section X. “CHAPTER 13 PLAN Language” is applicable.

In chapter 13 cases, if a settlement is reached after the plan is confirmed, the debtor will file a motion to modify the plan no later than 30 calendar days following approval of the settlement by the Court.

REQUIRED LMM PLAN LANGUAGE (AO 13-01)

The Debtor has filed a Verified Motion for Referral to LMM with _____ (“Lender”), loan number _____, for real property located at _____. The parties shall timely comply with all requirements of the Order of Referral to LMM and all Administrative Orders/Local Rules regarding LMM. While the LMM is pending and until the trial/interim payment plan or the permanent mortgage modification/permanent payment is established by the parties, the Debtor has included a post-petition plan payment, absent Court order to the contrary, of no less than 31% of the Debtor’s gross monthly income as a good faith adequate protection payment to the Lender. All payments shall be considered timely upon receipt by the trustee and not upon receipt by the Lender.

Until the LMM is completed and the Final Report of Loss Mitigation Mediator is filed, any objection to the Lender’s Proof of Claim on the real property described above shall be held in abeyance as to the regular payment and mortgage arrearage stated in the Proof of Claim only. The Debtor shall assert any and all other objections to the Proof of Claim prior to confirmation of the plan or modified plan.

If the Debtor, co-obligor/co-borrower or other third party (if applicable) and the Lender agree to a settlement as a result of the pending LMM, the Debtor will file a Motion to Approve Loss Mitigation Agreement with Lender no later than 14 calendar days following settlement. Once the settlement is approved by the Court, the Debtor shall immediately amend or modify the plan to reflect the settlement and the Lender shall amend its Proof of Claim to reflect the settlement, as applicable.

If a settlement is reached after the plan is confirmed, the Debtor will file a motion to modify the plan no later than 30 calendar days following approval of the settlement by the Court and the Lender shall have leave to amend its Proof of Claim to reflect the settlement reached after confirmation of the plan. The parties will then timely comply with any and all requirements necessary to complete the settlement. In the event the Debtor receives any financial benefit from the Lender as part of any agreement, the Debtor shall immediately disclose the financial benefit to the Court and the trustee and amend or modify the plan accordingly.

If the Lender and the Debtor fail to reach a settlement, then no later than 14 calendar days after the Mediator’s Final Report is filed, the Debtor will amend or modify the plan to (a) conform to the Lender’s Proof of Claim (if the Lender has filed a Proof of Claim) or (b) provide that the real property will be surrendered. If the amended or modified plan provides that the real property is to be surrendered, then the obligations to the Lender will be considered “treated outside the plan” and the Lender shall have in rem relief from the automatic stay as to the real property being surrendered. Notwithstanding the foregoing, Lender may file a motion to confirm that the automatic stay is not in effect as to the real property.

Confirmation of the plan will be without prejudice to the assertion of any rights the Lender has to address payment of its Proof of Claim.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA**
www.flsb.uscourts.gov

In re:

Case No.
Chapter

_____ Debtor (s) _____/

**Attorney-Represented Debtor's Verified Ex Parte Motion for Referral to
Mortgage Modification Mediation**

The Debtor files this Verified Ex Parte Motion for Referral to Mortgage Modification Mediation ("Ex Parte Motion") and requests the Court enter an Order Granting Debtor's Ex Parte Motion for Referral to Mortgage Modification Mediation ("Ex Parte Order") referring Debtor and _____ ("Lender") to Mortgage Modification Mediation ("MMM") and states as follows:

1. Debtor is an individual who has filed for bankruptcy relief under, or converted to, chapter _____ on _____.
2. Debtor requests MMM for real property ("Property") located at the following street address: _____
_____; account number for this Property is _____ (last four digits).
 - a. The Property is (check one box):
 - the Debtor's primary residence
 - not the Debtor's primary residence

b. Borrowers obligated on the promissory note and mortgage on the Property are (check one box):

- Debtor only
- Debtor and non-filing co-obligor/co-borrower/third party

Contact information for co-obligor/co-borrower/third party:

Name: _____

Address: _____

Telephone: _____

email: _____

Other:

Name: _____

Address: _____

Telephone: _____

email: _____

c. If applicable, Debtor's attorney has simultaneously filed with this Motion the MMM Local Form "Third Party's Consent to Attend and Participate in Mortgage Modification Mediation" signed by each co-obligor/co-borrower/third party listed above.

3. Debtor intends to (check all boxes that apply):

- modify the mortgage on the Debtor's primary residence.
- modify the mortgage on Property that is not the Debtor's primary residence.
- surrender the Property to the Lender.

4. Prior to filing this motion, Debtor remitted to Debtor's attorney the required non-refundable portal submission fee in the amount of \$25.00 and the required non-refundable Document Preparation Software fee in the amount of \$40.00 for a total fee of \$65.00.
5. Prior to filing this motion, Debtor's attorney completed Debtor's information using the court-approved on-line program that facilitates the preparation of the Debtor's loan modification package ("Document Preparation Software") and has paid the \$40.00 Document Preparation Software fee to the approved vendor. Debtor's initial loan modification forms have been generated and are ready for signature and submission. Debtor's attorney has also collected all of the required supporting documentation as required by the Document Preparation Software (such documentation and forms referred collectively to as "Debtor's Prepared Package") and is prepared to submit the supporting documentation along with the modification forms.
6. Prior to filing this motion, Debtor's attorney has determined that:
 - Lender is registered with the approved Mortgage Modification Mediation Portal ("MMM Portal");
 - Lender is not registered. Debtor requests the Court require Lender to register with the MMM Portal within seven days after entry of the Order.
7. Debtor requests Lender consider (check as many boxes as applicable):
 - a HAMP or government sponsored loan modification

- a conventional loan modification
- a deed in lieu of foreclosure
- a state court consent *in rem* final judgment of foreclosure
- surrender options
- other: _____

8. IF DEBTOR IS REQUESTING NON-RETENTION (SURRENDER) OPTIONS:
 - a. Debtor will submit all additional documents required for surrender as provided for on the MMM Portal.
 - b. Debtor represents that the property has been listed for sale.
9. Prior to filing this motion, Debtor remitted the required mediator's fee in the amount of \$300.00 to Debtor's attorney, unless the Debtor is seeking pro bono mediation under paragraph 11. Debtor understands and acknowledges that after the mediator is designated, the mediator's fee is not refundable for any reason at any time.
10. Within seven days after filing the MMM Local Form "Debtor's Notice of Selection of Mortgage Modification Mediator (or "Notice of Clerk's Designation of Mortgage Modification Mediator") or the Lender's registration on the MMM Portal, whichever occurs later, Debtor's attorney shall upload and submit through the MMM Portal, Debtor's Prepared Package, together with any additional forms or documents which Lender may post on the MMM Portal, and pay a non-refundable MMM Portal submission fee in the amount of \$25.00. In addition, the Debtor's attorney

will upload the Order to the MMM Portal as part of the submission of Debtor's documentation.

11. Debtor's attorney:

will forward the mediator's fee directly to the mediator within seven days after designation of the mediator; OR

represents that the Debtor requests he/she be considered as a candidate for pro bono mediation because the Debtor's undersigned attorney is representing the Debtor pro bono, or Debtor's income is less than 150% above the poverty level (see attached calculation).

12. Debtor consents to Lender communicating directly with Debtor's attorney for any and all aspects of the mortgage modification mediation program.

WHEREFORE, Debtor requests that the Ex Parte Motion be granted and for such other and further relief as this Court deems proper.

DEBTOR'S VERIFICATION

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury the foregoing is true and correct on _____, 20_____.

Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Debtor's Ex Parte Motion for Referral to Mortgage Modification Mediation was served by U.S, first class Mail, upon the parties listed below on _____, 20_____.

/s/ _____
Attorney for Debtor(s)
Address: _____

Telephone: _____
Fax: _____
Florida Bar No.: _____
email: _____

Copies to:

Lender (identify name of Lender and where notice sent)

Lender's counsel (if you already know who Lender's counsel is)

Any co borrower, or additional party named in 2 b. of this motion by U.S. Mail or email

MORTGAGE MODIFICATION MEDIATION [MMM] PROCEDURES & FORMS

[Effective August 1, 2014 for cases as provided under AO 14-03]

- Public Notice RE: Adoption of Mortgage Modification Mediation Program
- Administrative Order 2014-03 Adoption of Mortgage Modification Mediation Program and Status of Mortgage Modification Mediation Program Adopted Under AO 13-01
- Mortgage Modification Mediation Program Procedures [Effective August 1, 2014]
- Register of Mediators
(Local Rule 9019-2)

- Verification of Qualification to Act as Mediator (LF-50).

- Mortgage Modification Mediation Flowchart.

Mortgage Modification Mediation Local Forms

●	Attorney-Represented Debtor's Verified Ex Parte Motion for Referral to Mortgage Modification Mediation (MMM-LF-01).	WORD	PDF
●	Attorney-Represented Debtor's Verified Out of Time Motion for Referral to Mortgage Modification Mediation (MMM-LF-03).	WORD	PDF
●	Certificate of Contested Matter for Out of Time Motion (MMM-LF-04).	WORD	PDF
●	Certificate of No Response and Request for Entry of Order (MMM-LF-05).	WORD	PDF
●	Debtor's Notice of Selection of Mortgage Modification Mediator (MMM-LF-11).	WORD	PDF
●	DMM Portal Attorney Manual.	WORD	PDF
●	DMM Portal Quick Setup Guide for Creditors.	WORD	PDF
●	DMM Portal Quick Setup Guide for Debtors.	WORD	PDF
●	Ex Parte Motion to Approve Mortgage Modification Agreement with (Lender) (MMM-LF-14).	WORD	PDF
●	Final Report of Mortgage Modification Mediator (MMM-LF-13).	WORD	PDF
●	Lender's Consent to Attend and Participate in Mortgage Modification Mediation (MMM-LF-09).	WORD	PDF
●	Notice of Clerks Designation of Mortgage Modification Mediator (MMM-LF-12).	WORD	PDF
		WORD	PDF

<input type="checkbox"/>	Order Granting Attorney-Represented Debtor's Verified Out of Time Motion for Referral to Mortgage Modification Mediation (MMM-LF-06).		
<input type="checkbox"/>	Order Granting Debtor's Verified Ex Parte Motion for Referral to Mortgage Modification Mediation (MMM-LF-02).	WORD	PDF
<input type="checkbox"/>	Order Granting Motion to Approve Mortgage Modification Agreement with (Lender) (MMM-LF-16).	WORD	PDF
<input type="checkbox"/>	Order Granting Self-Represented Debtor's Verified Motion for Referral to Mortgage Modification Mediation (MMM-LF-08).	WORD	PDF
<input type="checkbox"/>	SDFL MM Process Flowchart 8-22-14.	WORD	PDF
<input type="checkbox"/>	Self-Represented Debtor's Motion to Approve Mortgage Modification Agreement with (Lender) (MMM-LF-15).	WORD	PDF
<input type="checkbox"/>	Self-Represented Debtor's Verified Motion for Referral to Mortgage Modification Mediation (MMM-LF-07).	WORD	PDF
<input type="checkbox"/>	Third Party's Consent to Attend and Participate in Mortgage Modification Mediation (MMM-LF-10).	WORD	PDF

Court Approved Document Portal Provider: Default Mitigation Management LLC

- **CONNECT to DMM Loss Mitigation Web Portal: <https://www.dclmwp.com>**
- **CONNECT to DMM Document Preparation Software: www.documods.com**
[Use promo code flsbdocs40 upon checkout to qualify for the Court rate].

- [DMM Portal Attorney Manual.](#)
- [DMM Portal Quick Setup Guide for Debtors.](#)
- [DMM Portal Quick Setup Guide for Creditors.](#)

Quick Setup Guide for Debtors

Step 1. Create Account to Document Preparation Software

- Go to www.documods.com
- Click **Get Started**.
- Click **Register**.
- Complete the registration form and click **Register**.
 - Make sure to check the checkbox next “Are you a borrower representative - i.e., attorney, counselor, etc.?” This will enable you to submit multiple clients from the same account.
- An email will be sent to the registered email account with instructions to validate the account. Follow the instructions in the email to validate your account.
- Once you have validated your account, you will be able to use the Document Preparation Software.
- There is no fee to set up an account.
- You only need to register once.

Step 2. Create Account to Document Portal

- Go to www.dclmwp.com
- Under “Create an Account” select “Attorneys” and click **Go to Registration**.
- Complete the registration form and click **Submit Account**.
- Your registration request will be reviewed, validated and approved and you will receive an email confirming your account approval.
- There is no fee to set up an account.
- You only need to register once.

Once your registration to the Document Preparation Software and Document Portal are completed, you will be able to log in to each system to prepare your documentation and make your submission as more particularly provided for in the FLSB LMM Program.

If you have any questions, please email DMM at support@defaultmitigation.com or call 1-800-481-1013.