

JEFFREY P. NORMAN

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Mail effective 9/16/2011

Payment Address Only:

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Payment address effective 10/1/2011

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1. Case Split – Judge Hoffman all cases styled 09-xxxxx forward.
Judge Caldwell odd cases styled 11-xxxxx forward.

Initial split approximately 3200 cases, and it should take about 28 months at current case levels for cases to be 50/50 split between Trustee Pees/Trustee Norman.

2. 341 meetings will be the 2nd and 4th Wednesdays of each month beginning at 9:00 a.m. ending at 3:30 p.m. scheduling 3 cases per half hour.
3. Court hearings/schedules will remain unchanged short term for Judge Hoffman. Cases in Judge Hoffman's Court will be mixed by Trustee. Judge Caldwell, however will split his dockets by Trustee.
4. Contacting the office – direct email and direct line phone and fax numbers are available on my website. All staff members can be reached at firstname.lastname@ch13columbus.com (warning some staff like myself have shortened first names); a full directory is available on the web site.
5. How do I contact the office to: (email is our preferred method of contact)
 - a. Reschedule a 341 meeting - brenda.chapman@ch13columbus.com
341 meetings will only be rescheduled if the debtor is current in payments.
 - b. Inquire on a pre-confirmation concern or need to contact the office about a pre-confirmation issue or a confirmation hearing - heather.mauro@ch13columbus.com and/or the pre-confirmation analyst assigned to your case.
 - c. Have a payment or disbursement issue on a case - tim.adams@ch13columbus.com

I will be banking with SunTrust and have a Memphis, TN lockbox address. I will maintain, at least until the end of the year the same disbursement schedule as Trustee Pees. Payments made to the Memphis, TN lockbox prior to 10/1/2011 will be rejected; payments made on Trustee Pees cases prior to 1/1/2012 will be accepted and forward to Trustee Pees. Payments made to the Memphis lockbox for Trustee Pees will be rejected after 1/1/2012. I will ask Trustee Pees to forward misdirected payments to my office until 12/31/2011. I will ask Trustee Pees to reject all payments made to his lock box after 1/1/2012.

Debtors will be notified of the payment address change on September 1st and 15th and on October 1, 2011.

Employers will be notified on October 1, 2011 of the payment address change.

- d. Inquire on a post-confirmation issue on a case (including post-confirmation claim issues, modifications, seeking permission to borrow or motions to dismiss) – tina.williamson@ch13columbus.com Please review the web site for procedures/forms, such as how to seek permission to borrow.
- e. Inquire on an IT issue (including web access, password help or problems with our paperless system) – shaun.kemp@ch13columbus.com Our website access agreement is available on the web site.

6. My office will be paperless. What does this means for you?

- a. Pre-341 workups “pink sheets” will be available on 13 Network (effective 10/4/2011). These notes will also be viewable by your client, should he/she access 13 Network. Your Trustee Pees login will also be effective on our site. We will have four bankruptcy analysts working up cases until confirmation together with the Trustee and staff attorney. The analyst/Trustee/attorney working your case will be identified in your case on 13 Network site, and all contact regarding the case should be to that person.
- b. Pre-confirmation (post-341) workups will also be available on-line on 13 Network (effective 10/4/2011). These notes will also be viewable by your client should he/she access 13 Network. Contact on any pre-confirmation issues should be directed to the analyst/Trustee/attorney assigned to your case.
- c. 341 calendars and hearing calendars (with Trustee recommendations) will also be available on 13 Network (effective 10/4/2011).
- d. We will also concurrently run a separate docketing website that is a mirror image of Trustee Pee’s website for Trustee Norman’s cases (effective 9/26/2011). This site will be available by a hyperlink on our website. I will ask the Court to abandon this website at some future date.
- e. We will convert any document you send us to a PDF and shred the original.

Tax returns may be emailed to taxreturns@ch13columbus.com (You must include the case number ***only*** in 11-xxxxx or 11xxxxx format or the returns will be rejected) or mailed to the office or faxed to the analyst assigned to your case (each analysis will have a separate fax number that will convert your fax to a PDF). Tax returns will secured/locked down and viewable only

by the Trustee and Pre-confirmation analyst in the case.

7. Confirmation issues:

- a. The Trustee will be strictly reviewing service issues. Chapter 13 plans must be properly noticed (and generally are if timely filed); however, if not timely filed or if amended in a way that negatively affects creditors, then the plan must be separately served and a certificate of service filed. Plans not properly served will not be recommended for confirmation.
- b. Budgets that have excessive withholding that results in excessive tax refunds will be objected to as violation of the disposable income test of §1325.
- c. The Trustee plans to object and wants to litigate student loan issues in Chapter 13 plans, where payment of the student loan violates the following applicable case law.

Groves v. LaBarge (In re Groves), No. 93-3981, UNITED STATES COURT OF APPEALS FOR THE EIGHTH CIRCUIT, 39 F.3d 212; 1994 U.S. App. LEXIS 30634; Bankr. L. Rep. (CCH) P76,189, May 12, 1994, Submitted , November 4, 1994, Filed

OVERVIEW: Plaintiff debtors were not permitted to fully repay unsecured student loans while repaying 40 percent of other unsecured claims; nondischargeability of such loans was insufficient basis for discriminatory classification.

Marshall v. Belda (In re Belda), No. 03 C 8722 , UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION , 315 B.R. 477; 2004 U.S. Dist. LEXIS 23782, September 30, 2004, Decided , Appeal dismissed by Belda v. Marshall, 2005 U.S. App. LEXIS 15250 (7th Cir. Ill., July 26, 2005)

OVERVIEW: Confirmation of debtor's Chapter 13 reorganization plan was reversed. Long-term student loan payments were subject to unfair discrimination limitations; debtor's proposed plan which discriminated in favor of Department of Education was unfair.

In re Boscaccy, CASE NO. 10-11764-DWH, CASE NO. 10-11795-DWH, CASE NO. 10-11963-DWH, UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF MISSISSIPPI, 442 B.R. 501; 2010 Bankr. LEXIS 3702; 64 Collier Bankr. Cas. 2d (MB) 1182, October 18, 2010,

OVERVIEW: Trustee's "unfair discrimination" objections to plans proposing 11 U.S.C.S. § 1322(b)(5) maintenance and cure of student loans that thus treated such creditors differently than other creditors were overruled except where such treatment

resulted in gross disparity as not all discrimination was barred by § 1322(b)(1) but only that which was “unfair.”

In re Harding, Case No. 09-25447-BKC-JKO, Chapter 13, UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, FORT LAUDERDALE DIVISION, 423 B.R. 568; 2010 Bankr. LEXIS 274; 22 Fla. L. Weekly Fed. B 322, February 8, 2010,

OVERVIEW: Bankruptcy debtor was precluded from classifying student loan debt separately to provide for full contractual payments since such treatment unfairly discriminated against other unsecured creditors, but student loan creditor was precluded by bankruptcy stay and discharge from assessing penalties based on receiving less than contractual payments.

In re Kruse, Chapter 13, Bankruptcy No. 08-02383, UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF IOWA, 406 B.R. 833; 2009 Bankr. LEXIS 1933, June 11, 2009, Decided, June 11, 2009

OVERVIEW: Confirmation of Chapter 13 plan was denied as schedules did not adequately reflect predicted home maintenance and medical expense and as debtor’s classification of student loan debt separate from other unsecured debt resulted in unfair discrimination against other creditors holding unsecured claims; also, only part of tax refund could be retained.

In re Martellaro, Case No. 08-60408-13, UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MONTANA, 404 B.R. 548; 2008 Bankr. LEXIS 4152; 62 Collier Bankr. Cas. 2d (MB) 338, December 5, 2008

OVERVIEW: Bankruptcy debtor's proposed payments on student loan debt outside plan precluded plan confirmation since such payments unfairly discriminated against other creditors in violation of 11 U.S.C.S. § 1322(b), and student loan debt did not constitute special circumstances under 11 U.S.C.S. § 707(b) to warrant treatment of payments as necessary expense.

In re Pora, Case No. 05-58969-ASW, Chapter 13 , UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, 353 B.R. 247; 2006 Bankr. LEXIS 3723, October 17, 2006, Decided , October 17, 2006, Filed

OVERVIEW: Where bankruptcy debtor's proposed plan provided minimal dividend to unsecured creditors but treated unsecured student loan debt as long-term debt with greater dividend, plan was not confirmable since long-term debt was subject to anti-discrimination provision of 11 U.S.C.S. § 1322(b)(1) and debtor failed to show that discrimination was not unfair.

In re Colley, CASE NO.: 99-2981-3F3, UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION, 260 B.R. 532; 2000 Bankr. LEXIS 1780; 46 Collier Bankr. Cas. 2d (MB) 561, October 30, 2000

OVERVIEW: Chapter 13 plan unfairly discriminated in favor of nondischargeable student loan, providing for contractual payment of that debt apart from a lesser pro rata distribution to other unsecured creditors. Confirmation was denied.

In re Williams, Case No. 99-35958-L, Case No. 00-20777-L, Case No. 00-20972-L, Case No. 00-21741-L, Case No. 00-21785-L, UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF TENNESSEE, WESTERN DIVISION, 253 B.R. 220; 2000 Bankr. LEXIS 1201; 45 Collier Bankr. Cas. 2d (MB) 150, July 27, 2000

OVERVIEW: Chapter 13 plans that provided for payment of student loans at 100 percent, while only paying other unsecured creditors less than 70 percent, unfairly discriminated and would not be confirmed.

In re Thibodeau, Chapter 13, Case No. 99-18517-JNF, UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MASSACHUSETTS, 248 B.R. 699; 2000 Bankr. LEXIS 574, May 19, 2000

OVERVIEW: Nondischargeability of student loan was not a sufficient ground for separate classification and more favorable treatment under Chapter 13 plan, even when it appeared in the guise of treatment of long term debt.

In re Taylor, No. BK. 91-6162-LN Chapter 13, UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF OKLAHOMA, 137 B.R. 60; 1992 Bankr. LEXIS 2349; 26 Collier Bankr. Cas. 2d (MB) 1110, February 25, 1992, Decided

OVERVIEW: The court announced guidelines for Chapter 13 plans that prohibited giving favorable treatment or greater payment to student loan obligations at the expense of or to the detriment of the other unsecured creditors.

d. Payment advices and tax returns:

Self-employed: I will require 2 years of returns to support feasibility. Require monthly operating reports from filing until confirmation in the form attached as Exhibit "A".

Will require the checklist of other documents relating to small business cases.

e. Chapter 13 plan (frequent issues):

Is the monthly payment sufficient to pay all expenses (conduit, attorney fees, Trustee fees, adequate protection)?

Compare and verify that the plan is accurate and coincides with the schedules.

If plan not filed with petition/schedules or w/in 7 days of filing, debtor must serve on all parties and file a certificate of service.

Amended plan must be served on Trustee, UST and all adversely affected parties with a 21 day notice.

If there is a DSO, it must be disclosed in the plan. Must be on schedules, and must disclose original recipient i.e. not governmental agency.

Amended plans do require a signature by the Debtor.

LANGUAGE THAT CANNOT BE IN THE PLAN:

“All claims not filed within 90 days...” (Unless it refers to USC §1307, which has exceptions.)

Refunds to attorneys.

Discharge language in cases where debtor is ineligible for discharge.

Creditor releasing lien upon completion of the plan.

Undue hardship discharge of student loans

d. Schedule A and D:

Was appraisal filed?

If mortgage POC comes in with arrears and debtor testifies at 341 that they are current, Debtor must object to the POC or pay mortgage as conduit. Escrow is “arrears” and will be treated as such.

e. Unsecured mortgage:

Liens must be avoided (order signed) prior to confirmation or plan must provide for lien avoidance with 90 days.

f. Schedule B :

Debtor has a business or is self-employed and/or has rental properties, yet no business assets are scheduled.

If debtor owns a corporation, no corporate stock is listed.

g. Schedule D issues:

Values both here and on plan must match with what is listed in Schedule A and B?

Does debtor retain luxury items?

h. Schedule G:

This must be a conduit payment, even if long term debt.

Make sure this is assumed or rejected in the plan.

Make sure we have all needed information (creditor, terms, monthly payment, months remaining, arrears, etc.).

i. Schedule H:

If debt schedules show/mark that there is a co-signer, make sure that information is disclosed here, plan, and in matrix.

j. Schedule I and J:

Self-employment income? Have you completed SOFA #18-33 to make sure questions properly answered?

Has a wage order been filed?

Always double check the math.

Double check the amount left is the amount listed in plan.

Verify the dependent information on tax returns and B22C.

Compare to pay advices to make sure all figures match up.

Compare to SOFA #1 and #2 figures for accuracy.

Business cases require a business budget. See Exhibit "B".

Business cases require a means test profit and loss. See Exhibit "C".

Verify that anything in plan set up for direct pay is disclosed here.

If the debtor owns real estate, make sure they account for taxes and insurance.

If self-employed make sure figures appear to be accurate AND they must account for income taxes that may be owed.

Verify that the bottom line figure (disposable income) matches the amount to be paid into the plan.

Private school tuition for child in budget is generally not acceptable to the Trustee.

No student loan payments in budget. Student loans may be paid in plan but only if the distribution on the student loan is equivalent to the distribution to unsecured creditors

Support of college age children will be scrutinized.

Any expense for any vehicle past one per debtor (2 maximum) will be scrutinized.

k. Statement of Financial Affairs:

Do the income figures in #1 and #2 match the tax returns and pay stubs.

Are the payments to the attorney and credit counseling disclosed? Do attorney's fees match the 2016(b) and do the attorney's fees calculate properly in the plan?

Are business questions properly answered if the debtor is in business?

l. Miscellaneous:

If a POC is filed for a secured claim that debtor failed to disclose, they must amend their schedules and Plan.

Debt limits: 1,081,500.00 for secured debt and \$360,525.00 for unsecured debt.

An agreed order takes precedence over an amended plan. Debtor is required to amend plan to match in all instances.

Condo fees cannot be crammed down. Arrears should be paid in the plan as either unsecured or secured but, if equity, must be paid as secured. Ongoing condo fees can be paid conduit or direct.

Your plan must always meet the best interest test.

CHAPTER 13 MONTHLY OPERATING REPORT FOR (MONTH)(YEAR)

Part A:

1. Gross Income for 12 Months Prior to Filing..... \$ _____

Part B:

2. Gross Income for Month .. \$ _____

Actual Monthly Expenses

3. Net Employee Payroll (Other than Debtor)..... \$ _____

4. Payroll Taxes: \$ _____

5. Unemployment Taxes..... \$ _____

6. Workers Compensation..... \$ _____

7. Other Taxes..... \$ _____

8. Inventory Purchases (including raw materials):..... \$ _____

9. Purchase of Feed/Fertilizer/Seed/Spray..... \$ _____

10. Rent..... \$ _____

11. Utilities..... \$ _____

12. Office Expense and Supplies..... \$ _____

13. Repairs and Maintenance..... \$ _____

14. Vehicle Expense..... \$ _____

15. Travel and Entertainment..... \$ _____

16. Equipment Rental and Leases..... \$ _____

17. Legal/Accounting/Other Professional Fees..... \$ _____

18. Insurance: \$ _____

19. Employee Benefits (pension, medical, etc.)..... \$ _____

20. Payments to be made directly by the debtor to Secured Creditors by name:

(Name) _____ (monthly payment) \$ _____

(Name) _____ (monthly payment) \$ _____

(Name) _____ (monthly payment) \$ _____

(Name) _____ (monthly payment) \$ _____

21. Other (Specify) _____ \$ _____

Other (Specify) _____ \$ _____

Other (Specify) _____ \$ _____

Other (Specify) _____ \$ _____

22. Total Monthly Expenses \$ _____

23. Monthly Profit or (Loss) \$ _____

IN RE: Debtor Name

§

CASE NO. XX-XXXXX

BUSINESS INCOME AND EXPENSE

For Business cases or self-employed individuals only.

Part A:

1. Gross Income for 12 Months Prior to Filing..... \$ _____

Part B:

2. Projected Gross Monthly Income..... \$ _____

Estimated Average Future Monthly Expenses

3. Net Employee Payroll (Other than Debtor)..... \$ _____

4. Payroll Taxes: \$ _____

5. Unemployment Taxes..... \$ _____

6. Workers Compensation..... \$ _____

7. Other Taxes..... \$ _____

8. Inventory Purchases (including raw materials)..... \$ _____

9. Purchase of Feed/Fertilizer/Seed/Spray..... \$ _____

10. Rent..... \$ _____

11. Utilities..... \$ _____

12. Office Expense and Supplies..... \$ _____

13. Repairs and Maintenance..... \$ _____

14. Vehicle Expense..... \$ _____

15. Travel and Entertainment..... \$ _____

16. Equipment Rental and Leases..... \$ _____

17. Legal/Accounting/Other Professional Fees..... \$ _____

18. Insurance:..... \$ _____

19. Employee Benefits (pension, medical, etc.)..... \$ _____

20. Payments to be made directly by the debtor to Secured Creditors by name:

(Name) _____ \$ _____

(Name) _____ \$ _____

(Name) _____ \$ _____

(Name) _____ \$ _____

Subtotal..... \$ _____

21. Other (Specify) _____ \$ _____

Other (Specify) _____ \$ _____

Other (Specify) _____ \$ _____

Other (Specify) _____ \$ _____

Subtotal..... \$ _____

22. Total..... \$ _____

23. Monthly Profit or (Loss)..... \$ _____

IN RE: Debtor Name

§

CASE NO. XX-XXXXX

PROFIT AND LOSS REPORT FOR LAST FULL SIX MONTHS

Part A:

1. Gross Income for Last Full 12 Months \$ _____

Part B:

2. Gross Income for Last Full Six Months \$ _____

Actual Six Month Expenses

3. Net Employee Payroll (Other than Debtor)..... \$ _____

4. Payroll Taxes: \$ _____

5. Unemployment Taxes..... \$ _____

6. Workers Compensation \$ _____

7. Other Taxes..... \$ _____

8. Inventory Purchases (including raw materials)..... \$ _____

9. Purchase of Feed/Fertilizer/Seed/Spray..... \$ _____

10. Rent..... \$ _____

11. Utilities..... \$ _____

12. Office Expense and Supplies..... \$ _____

13. Repairs and Maintenance \$ _____

14. Vehicle Expense..... \$ _____

15. Travel and Entertainment..... \$ _____

16. Equipment Rental and Leases..... \$ _____

17. Legal/Accounting/Other Professional Fees..... \$ _____

18. Insurance: \$ _____

19. Employee Benefits (pension, medical, etc.)..... \$ _____

20. Payments to be made directly by the debtor to Secured Creditors by name:

(Name)_____ monthly payment is _____ (six month total) \$ _____

(Name)_____ monthly payment is _____ (six month total) \$ _____

(Name)_____ monthly payment is _____ (six month total) \$ _____

(Name)_____ monthly payment is _____ (six month total) \$ _____

21. Other (Specify) _____ \$ _____

Other (Specify) _____ \$ _____

Other (Specify) _____ \$ _____

Other (Specify) _____ \$ _____

22. Total Monthly Expenses over last full six months..... \$ _____

23. Monthly Profit or (Loss) over last six months..... \$ _____