

**Information to identify the case:**

Debtor 1

**Janet Ezell**

Social Security number or ITIN xxx-xx-2440

EIN --\_-----

First Name Middle Name Last Name

Debtor 2

(Spouse, if filing)

First Name Middle Name Last Name

Social Security number or ITIN -----

EIN --\_-----

United States Bankruptcy Court California Northern Bankruptcy Court

Case number: 21-40016

**Order of Discharge**

12/18

**IT IS ORDERED:** A discharge under 11 U.S.C. § 1328(a) is granted to:Janet Ezell  
fdba Timeout Sports Bar and Espresso Cafe2/3/26**By the court:** Charles Novack  
United States Bankruptcy Judge**Explanation of Bankruptcy Discharge in a Chapter 13 Case**

This order does not close or dismiss the case.

**Creditors cannot collect discharged debts**

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

This order does not prevent debtors from paying any debt voluntarily. 11 U.S.C. § 524(f).

**Most debts are discharged**

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts provided for by the chapter 13 plan.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

**Some debts are not discharged**

Examples of debts that are not discharged are:

- ◆ debts that are domestic support obligations;
- ◆ debts for most student loans;
- ◆ debts for certain types of taxes specified in 11 U.S.C. §§ 507(a)(8)(C), 523(a)(1)(B), or 523(a)(1)(C) to the extent not paid in full under the plan;

**For more information, see page 2>**

- ◆ debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- ◆ debts for restitution, or a criminal fine, included in a sentence on debtor's criminal conviction;
- ◆ some debts which the debtors did not properly list;
- ◆ debts provided for under 11 U.S.C. § 1322(b)(5) and on which the last payment or other transfer is due after the date on which the final payment under the plan was due;
- ◆ debts for certain consumer purchases made after the bankruptcy case was filed if obtaining the trustee's prior approval of incurring the debt was practicable but was not obtained;

- ◆ debts for restitution, or damages, awarded in a civil action against the debtor as a result of malicious or willful injury by the debtor that caused personal injury to an individual or the death of an individual; and
- ◆ debts for death or personal injury caused by operating a vehicle while intoxicated.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

**This information is only a general summary of a chapter 13 discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.**



Martha G. Bronitsky  
Chapter 13 Standing Trustee  
Po Box 5004  
Hayward, CA 94540  
(510) 266- 5580  
13trustee@oak13.com

The following constitutes the order of the Court.  
Signed: July 14, 2021

Trustee for Debtor(s)

A handwritten signature in black ink, appearing to read "Roger L. Efremsky".

Roger L. Efremsky  
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

In Re

Janet Ezell

Chapter 13 Case Number:  
21-40016-RLE13

Debtors(s)

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ORDER CONFIRMING CHAPTER 13 PLAN

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After notice and opportunity for a hearing it is determined that the Chapter 13 plan satisfies the requirements of 11 U.S.C §1325. IT IS ORDERED that the plan filed at docket #47 is confirmed.

**ATTORNEY FEES**

**IT IS FURTHER ORDERED** that the attorney's fees for the debtor(s)' attorney in full amount of \$6,000.00 are approved, \$2,077.00 of which was paid prior to the filing of the petition. Provided that the attorney and debtor have executed and filed a *Rights and Responsibilities of Chapter 13 Debtors and Their Attorneys*, the balance of \$3,923.00 shall be paid by the chapter 13 Trustee from plan payments in accordance with section 5 of the plan.

**IT IS FURTHER ORDERED** Objection by Otis McGee overruled in part and withdrawn on the record in part.

END OF ORDER

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COURT SERVICE LIST

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Janet Ezell  
2581 - 64Th Avenue  
Oakland,CA 94605

(Debtor(s))

Belvedere Legal Pc  
1777 Borel Pl #314  
San Mateo,CA 94402

(Counsel for Debtor)

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4 1777 Borel Place, Suite 314  
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8 Attorney for Debtor

9  
10 **UNITED STATES BANKRUPTCY COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**  
12 **OAKLAND DIVISION**

13 **In re**

14 **JANET EZELL**

15 **fdba Timeout Sports Bar and**  
16 **Espresso Cafe**

17 **Debtor(s).**

18 **SSN XXX-XX-2440**

19 **Case No. 21-40016 RLE 13**

20 **Chapter 13**

21 **DEBTOR'S TRIAL BRIEF RE: CREDITOR**  
22 **OTIS MCGEE, JR'S OBJECTION TO**  
23 **DEBTOR'S CHAPTER 13 PLAN AND**  
24 **REQUEST FOR A HEARING**

25 **Date:** July 13, 2021

26 **Time:** 1:30 p.m.

27 **Place:** Telephonic/ Videoconference  
28 Courtroom 201  
1300 Clay Street  
Oakland, CA 94612

**Judge:** Hon. Roger L. Efremsky

19 Janet Ezell, the above-captioned Debtor (the "Debtor") by and through her undersigned  
20 counsel, hereby submits the above-captioned trial brief in support of the contested chapter 13  
21 confirmation calendar scheduled for July 13, 2021. The Debtor's trial brief is also supported by  
22 the declaration of Janet Ezell ("Ezell Decl.") and the declaration of Matthew D. Metzger  
23 ("Metzger Decl.") filed concurrently herewith.

24 The objection to plan confirmation (the "Objection") filed by Creditor Otis McGee Jr.  
25 ("McGee") makes three (3) arguments, none of which carry any merit: *a*) the plan is not feasible;  
26 *b*) the plan does satisfy the best interests of creditors' test; and *c*) the plan was proposed in bad  
27

1 faith. Debtor's trial brief examines each argument in turn and explains the apparent good faith  
2 misunderstandings of McGee regarding the requirements of Chapter 13 law.

3 1. From the outset, McGee appears to be operating under the mistaken assumption  
4 that a Chapter 13 Trustee operates in a manner similar to a Chapter 7 Trustee and has authority  
5 and discretion to liquidate unexempt assets. McGee is mistaken. A Chapter 13 Debtor need not  
6 liquidate unexempt assets and may instead pay the fair market value of the unexempt assets  
7 through the Debtor's plan payments. This is exactly what the Debtor has done here. **Ezell Decl. ¶**  
8 **3; Dkt. No. 43.** McGee also never has challenged the value of the liquor license – only the  
9 decision by the Debtor to pay the value of the license over 60 months instead of accepting  
10 McGee's tired offer of selling the license to McGee.

11 2. Regarding the feasibility analysis (11 USC § 1325(a)(6)), the Chapter 13 Trustee  
12 already has confirmed that the Debtor's amended Schedule I/J renders the proposed chapter 13  
13 plan feasible. **See Dkt. No. 57, line 21c.** The Debtor needed to file amended schedule to timely  
14 address each and every informal objection raised by the Chapter 13 Trustee. The Debtor has  
15 disposable income of approximately \$1,170.00, which exactly correlates with the proposed  
16 Chapter 13 plan payment. **Dkt. No. 43.**

17 3. McGee's Exhibit A (**Dkt. No. 56-1**) also ignores the fact that the Debtor has an  
18 allowed homestead exemption of \$600,000.00 or up to 100% of the fair market value of the  
19 Debtor's real property; **Dkt. Nos. 10; 16**

20 4. The debtor need not prove that the plan is guaranteed to be successful. **In re**  
21 **Anderson**, 18 B.R. 763, 764–65 (Bankr. S.D. Ohio), **aff'd**, 28 B.R. 628 (S.D. Ohio 1982)  
22 Confirmation will be granted where the evidence shows there is a reasonable possibility that the  
23 payments called for by the plan will be made. **In re Buccolo**, 397 B.R. 527, 529 (Bankr. D.N.J.  
24 2008), **aff'd**, No. CIV.A.09-314 FLW, 2009 WL 2132435 (D.N.J. July 13, 2009). The Debtor has  
25 done so, as indicated by the disposable income available on Schedule J.

26 5. Regarding the best interest of creditor's test (11 USC § 1325(a)(4)), the Debtor  
27 need not sell unexempt assets; rather the Debtor's plan must provide that all unsecured creditors

1 such as McGee shall receive at least as much as they would receive if the Debtor's were  
2 hypothetically liquidated on the plan's effective date. In re Watkins, 379 B.R. 403, 406 (Bankr. D.  
3 Mass. 2007). The Debtor has done so here, as evidenced by the Chapter 13 Trustee's placement of  
4 the case on the Chapter 13 Confirmation Calendar (**Dkt. No. 33**) and withdrawal of objection to  
5 confirmation (**Dkt. No. 54**). Additionally, the Debtor's own liquidation analysis used in preparing  
6 the chapter 13 plan demonstrates that only a dividend of 8.11% would be necessary to satisfy the  
7 best interests of creditors test. See Dkt. No. 59-1 (Declaration of Matthew D. Metzger in Support  
8 of Debtor's Reply to Creditor Otis McGee, Jr.'s Objection to Debtor's Chapter 13 Plan and  
9 Request for a Hearing, ¶ 3, Exh. B). Here, the Debtor's Plan proposes a 25% dividend to general  
10 unsecured creditors, based on the disposable income analysis. **Dkt. No. 43**. McGee has not  
11 challenged the value of the Debtor's property – only the plan payment itself. Here, the plan  
12 payment was derived from the Debtor's disposable income as indicated on the Debtor's Office  
13 Form 122C-2. **Dkt. No. 48**. The plan payment far exceeds the dividend required under the best  
14 interests of creditors test, which also supports why the Debtor's plan is proposed in good faith.

15 6. Third, regarding McGee's bad faith objection (11 USC § 1325(a)(3)), the Debtor's  
16 Official Form 122C-2 (**Dkt. No. 48**) as well Amended Schedule J (**Dkt. No. 57**) make it clear that  
17 the Debtor has pledged all disposable income to the Chapter 13 estate. The Debtor's Amended  
18 Schedule A/B also discloses and schedules all of the Debtor's personal property that had been  
19 located at the bar that was closed during the Covid-19 pandemic on the commercial store front  
20 property owned by McGee when Debtor's leasehold interest was terminated/abandoned pre-  
21 petition, valued collectively at \$955 and itemized as follows:

22 **20 barstools (\$900 total)**  
23 **Approx. 50 glasses (\$50 total)**  
24 **bar napkins case (\$5 total)**  
25 **miscellaneous open bottles of liquor, as well as expired soda**  
26 **bottles (\$0 resale value)**  
27 **1 case of Crystal Geyser water (expired) (\$0 resale value)**  
28 **20 bags of potato chips (expired) (\$0 resale value)**

25 7. To the extent McGee argues that additional property located at the leasehold  
26 interest was owned by the Debtor – apparently an allegation of missing “bar tables and chairs” –  
27 the Debtor has made it clear to McGee as well as the Chapter 13 Trustee that the additional bar  
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1 tables and chairs were not owned by the Debtor and the Debtor had to return them to the third  
2 party that owned said bar tables and chairs when the leasehold interest expired pre-petition.  
3 McGee has provided zero information or belief for the empty allegation the Debtor has not  
4 scheduled missing bar tables or chairs allegedly owned by the Debtor.

5 8. To the extent that McGee argues bad faith because of the Debtor's payments on  
6 support of two disabled siblings, the Debtor and Debtor's mother have filed declarations  
7 explaining the need for said payments. See **Dkt. Nos. 24, 46**, and **57-1**,

8 9. To the extent that McGee argues bad faith because of the Debtor's tithing expense,  
9 the Debtor's Official Form 122C-2 (**Dkt. No. 48**) as well Amended Schedule J (**Dkt. No. 57**)  
10 consistently represent the tithing expense. The Debtor's tithing contributions of \$500 are well  
11 within the 15% of gross income calculated from Line 11 of Schedule I allowed under 11 U.S.C. §  
12 1325(b)(2)(A)(ii); \$1,699.58 is 15% of line 11 on Official Form 122C-2 (**Dkt. No. 48**); and  
13 \$1,191.03 is 15% of line 12 from Schedule I (**Dkt. No. 39**).

14 10. McGee has embarked on an extensive investigation of the Debtor's tithing history  
15 and the Debtor has responded in kind with a significant production of documents showing  
16 evidence of pre-petition tithing as well as a continuation of a similar tithing practice post-petition.  
17 Ezell Decl. ¶¶ 1-26, Exhs. A-C.

18 11. McGee also appears to not complied with discovery rules in litigating McGee's  
19 objection, as follows.

20 a. McGee served two (2) subpoenas to produce documents on third parties but  
21 did not serve copies of said subpoenas to the Debtor *before* service on said  
22 third parties, as required by Federal Rule of Civil Procedure 45(a)(4).

23 Metzger Decl. ¶¶ 6-8.

24 b. McGee served verified responses the Debtor's inspection demands  
25 verifying under penalty of perjury under the laws of the "United States" that  
26 McGee has no documents or communications in his possession. **Id.**, Exh.

27 D. In response, the Debtor produced to McGee over approximately 29  
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pages of emails between McGee and the Debtor. Ezell Decl. ¶ 9 (f). While the contents of said emails not necessarily at issue here, the existence of said emails cannot be questioned.

c. For the above two reasons, McGee has not complied with applicable discovery obligations in litigations his objection.

12. To the extent that McGee argues that the Debtor’s history of prior Chapter 13 filings represents bad faith, the Debtor confirmed a Chapter 13 plan in Case No. 03-46795 and also obtained a Chapter 13 discharge in Case No. 07-43297. A Debtor should not be penalized for prior good faith filings.

13. Taken together, the Debtor satisfies the totality of circumstances test articulated under *In re Welsh*, 711 F.3d 1120, 1132 (9th Cir. 2013). The Debtor has represented all facts in a transparent and candid fashion and has made multiple amendments to address each and every comment raised by the Chapter 13 Trustee. The Debtor’s prior filings were in good faith. The Debtor has multiple creditors; this is not a two-party dispute. Everything about this case indicates that the Debtor’s plan was proposed in “good faith” and “not by any means forbidden by law.” 11 USC § 1325(a)(3).

WHEREFORE, based on the foregoing, the Debtor respectfully requests that the Court overrule McGee’s objection and confirm thee Debtor’s plan.

DATED: July 6, 2021

**BELVEDERE LEGAL, PC**

/s/ Matthew D. Metzger  
Matthew D. Metzger, Esq.  
Attorney for Debtor

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

Name of Debtor: **Janet Ezell**

Case No. **21-40016**

Last four digits of Soc. Sec. No.: **xxx-xx-2440**

Last four digits of Soc. Sec. No.:

**CHAPTER 13 PLAN**  
**(Dated March 15, 2021)**  
**Section 1. Notices**

**1.01. Notices.**

- (a) **Use of this form is mandatory.** The Bankruptcy Court of the Northern District of California requires the use of this local form chapter 13 plan in lieu of any national form plan. Fed. R. Bankr. P. 3015.1.
- (b) **Notice of specific plan provisions required by Fed.R.Bankr.P. 3015.1(c).** Any nonstandard provision is in section 7 below.

If the plan proposes to limit the amount of a secured claim based on a valuation of the collateral for the claim, this box must be checked .

If the plan proposes to avoid a security interest or lien, this box must be checked .

If there are nonstandard provisions, this box must be checked . A nonstandard provision will be given no effect unless this section indicates one is included in section 7 and it appears in section 7.

**1.02. No alterations to form plan permitted.** Other than to insert text into designated spaces, to expand tables to include additional items, or to change the plan title to indicate the date of the plan or that it is a modified plan, the preprinted text of this form shall not be altered. No such alteration will be given any effect.

**1.03. Valuation of collateral and lien avoidance.** Unless otherwise provided in Section 7 below, as to nongovernmental units, the confirmation of this plan will not limit the amount of a secured claim based on a valuation of the collateral for the claim, nor will it avoid a security interest or lien. This relief requires a separate claim objection, valuation motion or adversary proceeding, or lien avoidance motion, with supporting evidence, that is successfully prosecuted in connection with the confirmation of this plan. Determining the amount of secured and priority claims of governmental units, however, must be done in compliance with Fed.R.Bankr.P. 3012.

**1.04. Confirmation of Plan.** In the absence of a timely written objection, the plan may be confirmed without a hearing. It will be effective upon its confirmation.

**Section 2. Plan Payments and Plan Duration**

**2.01. Monthly plan payments.** To complete this plan, Debtor shall submit to the supervision and control of Trustee on a monthly basis the sum of \$ 1,170.00 from future earnings. This monthly plan payment is subject to adjustment pursuant to section 3.07(b)(5) below and it must be received by Trustee not later than the 20th day of each month beginning the month after the order for relief under chapter 13. The monthly plan payment includes all adequate protection payments due on Class 2 secured claims.

**2.02. Other payments.** In addition to the submission of future earnings, Debtor will make payment(s) derived from property of the bankruptcy estate, property of Debtor, or from other sources, as follows:

**2.03. Duration of payments.** The monthly plan payments will continue for 60 months unless all allowed unsecured claims are paid in full within a shorter period of time. If necessary to complete the plan, monthly payments may continue for an additional 6 months, but in no event may a plan be proposed and confirmed that exceeds 60 months. This section is to be read in conjunction with section 3.14.

NDC 1-1 (11-6-17)

Page 1 of 7

### Section 3. Claims and Expenses

#### A. Proofs of Claim

- 3.01.** With the exception of the payments required by sections 3.03, 3.07(b), 3.08(b), 3.10, and 4.01, a claim will not be paid pursuant to this plan unless a proof of claim is filed by or on behalf of a creditor, including a secured creditor.
- 3.02.** The proof of claim, not this plan or the schedules, shall determine the amount and classification of a claim unless the court's disposition of a claim objection, valuation motion, adversary proceeding, confirmed plan, or lien avoidance motion affects the amount or classification of the claim, consistent with section 1.03.
- 3.03.** Post-petition amounts due on account of a domestic support obligation, a loan from retirement or thrift savings plan, or an executory contract/unexpired lease being assumed, shall be paid by Debtor directly to the person entitled to such payments whether or not the plan is confirmed or a proof of claim has been filed.

#### B. Administrative Expenses

- 3.04. Trustee's fees.** Pursuant to 28 U.S.C. § 586(e), Trustee shall retain up to 10% of plan payments, whether made before or after confirmation, but excluding direct payments by Debtor provided for by the plan.
- 3.05. Debtor's attorney's fees.** Debtor's attorney was paid \$ 2,077.00 prior to the filing of the case. Additional fees of \$ 3,923.00 shall be paid through this plan upon court approval. Debtor's attorney will seek the court's approval by [*choose one*]:  complying with General Order 35; or  filing and serving a motion in accordance with 11 U.S.C. §§ 329 and 330, Fed. R. Bankr. P. 2002, 2016, and 2017 [if neither alternative is selected, the attorney shall comply with the latter].
- 3.06. Administrative expenses.** In accordance with sections 5.02 and 5.03 below, \$ 1,076.00 of each monthly plan payment shall be paid on account of: (a) compensation due a former chapter 7 trustee; (b) approved administrative expenses; and (c) approved attorney's fees. Approved administrative expenses shall be paid in full through this plan except to the extent a claimant agrees otherwise or 11 U.S.C. § 1326(b)(3)(B) is applicable.

#### C. Secured Claims

- 3.07. Class 1 includes all delinquent secured claims that mature after the completion of this plan, including those secured by Debtor's principal residence.**

**(a) Cure of defaults.** All arrears on Class 1 claims shall be paid in full by Trustee. The monthly installments specified in the table below as the "monthly arrearage dividend," in conjunction with the distribution scheme in section 5 of this plan, shall pay the arrears in full.

(1) Unless otherwise specified below, interest will accrue at the rate of 0%.

(2) The arrearage dividend must be applied by the Class 1 creditor to the arrears. If this plan provides for interest on the arrears, the arrearage dividend shall be applied first to such interest, then to the arrears.

**(b) Maintaining payments.** From plan payments received, Trustee shall make all post-petition monthly payments to the holder of each Class 1 claim whether or not this plan is confirmed or a proof of claim is filed.

(1) Unless sub-part (b)(1)(A) or (B) of this section is applicable, the amount of the post-petition monthly payment shall be the amount specified in the plan.

(A) If the amount specified in the plan is incorrect, the Class 1 creditor may demand the correct amount in its proof of claim. Unless and until an objection to such proof of claim is sustained, the trustee shall pay the payment amount demanded in the proof of claim.

(B) Whenever the post-petition monthly payment amount is adjusted in accordance with the underlying loan documentation, including changes resulting from an interest rate or escrow account adjustment, the Class 1 creditor shall give notice of payment change pursuant to Fed. R. Bankr. P. 3002.1(b). Notice of the

change in a proof of claim is not sufficient. Until and unless an objection to a notice of payment change is sustained, the trustee shall pay the amount demanded in the notice of payment change.

(2) If Debtor makes a partial plan payment that is insufficient to satisfy all post-petition monthly payments due each Class 1 claim, distributions will be made in the order such claims are listed in the table below.

(3) Trustee will not make a partial distribution on account of a post-petition monthly payment.

(4) If Debtor makes a partial plan payment, or if it is not paid on time, and Trustee is unable to make timely a post-petition monthly payment, Debtor may be obligated to pay a late charge.

(5) If the holder of a Class 1 claim files a notice of payment change in accordance with Fed.R.Bankr.P. 3002.1(b) demanding a higher or lower post-petition monthly payment, the plan payment shall be adjusted accordingly, without modification of the plan.

(6) If the holder of a Class 1 claim gives Debtor and Trustee notice of post-petition fees, expenses, and charges in accordance with Fed. R. Bankr. P. 3002.1(c), Debtor may modify this plan if Debtor wishes to provide for such fees, expenses, and charges.

(7) Post-petition monthly payments made by Trustee and received by the holder of a Class 1 claim shall be applied as if the claim was current and no arrearage existed on the date the case was filed.

(c) **No claim modification and lien retention.** Each Class 1 creditor shall retain its lien. Other than to cure arrears, this plan does not modify Class 1 claims.

Class 1 Creditor's Name/ Collateral Description	Amount of Arrears	Interest Rate on Arrears	Monthly Arrearage Dividend	Monthly Arrearage Dividend Start Date (Start Date will be a specific month/year during the plan)	Post-Petition Monthly Payment
None					
Totals:			\$	<b>0.00</b>	\$ <b>0.00</b>

**3.08. Class 2 includes all secured claims that are modified by this plan, or that have matured or will mature before the plan is completed.**

(a) **Payment of claim.** Subject to section 3.08(c), the “monthly dividend” payable to each Class 2A and 2B claim is a monthly payment sufficient to pay each claim in full with interest at the rate specified below. If no interest rate is specified, a 5% rate will be imputed.

(b) **Adequate protection payments.** Prior to confirmation and once a proof of claim is filed, Trustee shall pay on account of each Class 2(A) and 2(B) claim secured by a purchase money security interest in personal property an adequate protection payment if required by 11 U.S.C. § 1326(a)(1)(C). The adequate protection payment shall equal the monthly dividend. Adequate protection payments shall be disbursed by Trustee in connection with the customary disbursement cycle beginning the month after the case was filed. If a Class 2 claimant is paid an adequate protection payment, that claimant shall not be paid a monthly dividend for the same month.

(c) **Claim amount.** The amount of a Class 2 claim is determined by applicable nonbankruptcy law. However, except as noted below, Debtor may reduce the claim amount to the value of the collateral securing it by complying with Section 1.03 above.

(1) **Class 2 claims that cannot be reduced based on value of collateral.** Debtor is prohibited from reducing a claim if the claim holder has a purchase money security interest and the claim either was incurred within 910 days of the filing of the case and is secured by a motor vehicle acquired for the personal use of Debtor, or was incurred within 1-year of the filing of the case and is secured by any other thing of value. These claims must be included in Class 2(A).

(2) **Class 2 claims that may be reduced based on the value of their collateral** shall be included in Class 2(B) or 2(C) as is appropriate.

(3) **Class 2 claims secured by Debtor's principal residence.** Except as permitted by 11 U.S.C. § 1322(c), Debtor is prohibited from modifying the rights of a holder of a claim secured only by Debtor's principal residence.

(d) **Lien retention.** Each Class 2 creditor shall retain its existing lien on the property interest of the Debtor or the Estate until the earlier of: (a) payment of the underlying debt determined under nonbankruptcy law, or (b) completion of the plan and, unless not required by the bankruptcy court, entry of Debtor's discharge under 11 U.S.C. § 1328.

Class 2(A) Creditor's name and description of collateral	Purchase money security interest in personal property YES/NO	Amount claimed by creditor	Value of creditor's interest in its collateral	Interest Rate	Monthly Dividend
<b>Class 2(A) claims are not reduced based on value of collateral</b>					
<b>-NONE-</b>					
				Total \$	<b>0.00</b>

Class 2(B) Creditor's name and description of collateral	Purchase money security interest in personal property (YES/NO)	Amount claimed by creditor	Value of creditor's interest in its collateral	Interest Rate	Monthly Dividend
<b>Class 2(B) claims are reduced to an amount greater than \$0 based on value of collateral</b>					
<b>-NONE-</b>					
				Total \$	<b>0.00</b>

Class 2(C) Creditor's name and description of collateral	Purchase money security interest in personal property (YES/NO)	Amount claimed by creditor	Value of creditor's interest in its collateral	Interest Rate	Monthly Dividend
<b>Class 2(C) claims are reduced to \$0 based on value of collateral</b>					
<b>-NONE-</b>					
				Total \$	<b>0.00</b>

**3.09. Class 3 includes all secured claims satisfied by the surrender of collateral.**

Class 3 Creditor's Name/Collateral Description	Estimated Deficiency	Is Deficiency a Priority Claim? YES/NO
<b>-NONE-</b>		

**3.10. Class 4 includes all secured claims paid directly by Debtor or third party.** Class 4 claims are not in default and are not modified by this plan. These claims shall be paid by Debtor or a third person whether or not a proof of claim is filed or the plan is confirmed.

Class 4 Creditor's Name/Collateral Description	Monthly Contract Installment	Person Making Payment
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Class 4 Creditor's Name/Collateral Description	Monthly Contract Installment	Person Making Payment
<b>1. Us Bank Home Mortgage</b> <b>2581 64th Ave. Oakland, CA 94605 Alameda</b> <b>County County</b> <b>APN 38-3196-14</b>	<b>\$3,057.34</b>	<b>Debtor</b>

**3.11. Bankruptcy stays.**

(a) Upon confirmation of the plan, the automatic stay of 11 U.S.C. § 362(a) and the co-debtor stay of 11 U.S.C. § 1301(a) are (1) terminated to allow the holder of a Class 3 secured claim to exercise its rights under nonbankruptcy law against its collateral; and (2) modified to allow the nondebtor party to an unexpired lease that is in default and rejected in section 4 of this plan to obtain possession of leased property, and to dispose of it under applicable law, and to exercise its rights against any nondebtor.

(b) Secured claims not listed as Class 1, 2, 3, or 4 claims are not provided for by this plan. While this may be cause to terminate the automatic stay, such relief must be separately requested by the claim holder.

(c) If, after confirmation of the plan, the court grants a motion to terminate the automatic stay to permit a Class 1 or 2 claim holder to proceed against its collateral, unless the court orders otherwise, Trustee shall make no further payments on account of such claim and any portion of such claim not previously satisfied under this plan shall be satisfied as a Class 3 claim. Any deficiency remaining after the creditor's disposition of its collateral shall be satisfied as a Class 7 unsecured claim subject to the filing of a proof of claim.

**D. Unsecured Claims**

**3.12. Class 5 consists of unsecured claims entitled to priority pursuant to 11 U.S.C. § 507.**

(a) **Domestic support obligations entitled to priority pursuant to 11 U.S.C. § 507.** These claims will be paid in full except to the extent the claim holder has agreed to accept less or 11 U.S.C. § 1322(a)(4) is applicable. When the claim holder has agreed to accept less than payment in full or when 11 U.S.C. § 1322(a)(4) is applicable, the claim holder and the treatment of the claim shall be specified in section 7, the Nonstandard Provisions.

(b) **Taxes, and other priority claims entitled to priority pursuant to 11 U.S.C. § 507.** These claims will be paid in full except to the extent the claim holder has agreed to accept less. When the claim holder has agreed to accept less than payment in full, the claim holder and the treatment of the claim shall be specified in section 7, the Nonstandard Provisions.

(c) **Estimate of priority claims pursuant to 11 U.S.C. § 507.** Debtor estimates that all priority claims, not including those identified in section 7, total \$ 964.64 .

**3.13. Class 6 includes designated nonpriority unsecured claims,** such as co-signed unsecured debts, that will be treated differently than the other nonpriority unsecured claims provided for in Class 7. The claim holder of each Class 6 claim and the treatment of each claim shall be specified in section 7, the Nonstandard Provisions.

**3.14. Class 7 consists of all other nonpriority unsecured claims** not provided for in Class 6. These claims total approximately \$ 229,442.53 . Class 7 creditors shall be paid on a pro-rata basis by the Trustee from the funds remaining after the Trustee pays the administrative expenses and other claims provided for in this plan.  
**[select one of the following options:]**

**Percent Plan.** Class 7 claimants will receive no less than 25 % of their allowed claims through this plan.

**Pot Plan.** Class 7 claimants are estimated to receive \_\_\_% of their allowed claims through this plan.

This section is to be read in conjunction with section 2.03.

**Section 4. Executory Contracts And Unexpired Leases**

**4.01.** Debtor assumes the executory contracts and unexpired leases listed below. Debtor shall directly pay all postpetition monthly lease or contract payments to the other party to the executory contract or unexpired lease. Unless otherwise permitted under the Bankruptcy Code or Section 7 herein, pre-petition arrears shall be fully paid. Trustee shall pay the monthly arrearage

dividend specified in the table below.

Name of Other Party to Executory Contract/Unexpired Lease	Post-Petition Monthly Payment	Pre-petition Arrears	Monthly Arrearage Dividend
-NONE-			
Total \$			<b>0.00</b>

**4.02.** Debtor rejects the executory contracts and unexpired leases listed below. Any executory contract or unexpired lease not listed in section 4.01 or section 4.02 is rejected.

Name of Other Party to Executory Contract/Unexpired Lease	Description of Executory Contract/Unexpired Lease
-NONE-	

### Section 5. Payment of Claims and Order of Distribution

- 5.01.** After confirmation, payments by Trustee to holders of allowed claims and approved expenses will be made monthly.
- 5.02. Distribution of plan payment by Trustee.** Debtor's monthly plan payment must be sufficient to pay in full: **(a)** Trustee's fees; **(b)** post-petition monthly payments due on Class 1 claims; **(c)** the monthly dividend specified in section 3.06 for administrative expenses; and **(d)** the monthly dividends payable on account of Class 1 arrearage claims, Class 2 claims, and executory contract and unexpired lease arrearage claims.

If Debtor tenders a partial monthly plan payment to Trustee, Trustee shall pay, to the extent possible, such fees, expenses, and claims in the order specified in (a) through (d) above. If the amount paid by Debtor, however, is insufficient to pay all dividends due on account of fees, payments, expenses, and claims within a subpart of section 5.02(a) through (d), no dividend shall be paid on account of any of the fees, payments, expenses, and claims within such subpart, except as permitted by section 3.07(b)(2) and (3).

Once a monthly plan payment, or a portion thereof, is not needed to pay a monthly dividend because a fee, expense, or claim is not allowed or has been paid in full, such plan payment shall be paid pro rata, based on claim balance, to holders of: **first**, section 3.06 administrative expenses; **second**, Class 1 arrearage claims, Class 2 claims, and executory contract and unexpired lease arrearage claims; **third**, Class 5 priority claims; **fourth**, Class 6 unsecured claims; and **fifth**, Class 7 unsecured claims. Over the plan's duration, these distributions must equal the total dividends required by sections 3.04, 3.06, 3.07, 3.08, 3.12, 3.13, 3.14, and 4.01.

- 5.03. Priority of payment among administrative expenses.** The portion of the monthly plan payment allocated in section 3.06 for administrative expenses, shall be distributed first to any former chapter 7 trustee up to the monthly amount required by 11 U.S.C. § 1326(b)(3)(B), and second, to holders of approved administrative expenses on a pro rata basis.

### Section 6. Miscellaneous Provisions

- 6.01. Vesting of property.** Property of the estate will revert in Debtor upon confirmation unless Debtor checks the following box:  
 SHALL NOT REVEST.

If the property of the estate does not revert in Debtor, Trustee is not required to file income tax returns for the estate or insure any estate property. Upon dismissal or completion of this plan, all property shall revert in Debtor. Notwithstanding the reversion of property in Debtor, the court will retain its supervisory role post-confirmation to enforce Fed. R. Bankr. P. 3002.1 and provide any other relief necessary to effectuate this plan and the orderly administration of this case.

After the property reverts in Debtor, Debtor may sell, refinance or execute a loan modification regarding real or personal property without further order of the court with the approval of Trustee.

- 6.02. Remedies upon default.** If Debtor defaults under this plan, Trustee or any other party in interest may request appropriate relief by filing a motion pursuant to Local Bankruptcy Rule 9014-1, et seq. This relief may consist of, without limitation, dismissal of the case, conversion of the case to chapter 7, or relief from the automatic stay to pursue rights against collateral. This is without prejudice to Debtor's right to seek plan modification under 11 U.S.C. § 1329.

**6.03. Impermissible Provisions.** Notwithstanding any other term in this plan, Debtor does not seek through the confirmation and completion of this plan either a determination of the dischargeability of any debt or the discharge of any debt that is non-dischargeable as a matter of law in a Chapter 13 case under 11 U.S.C. § 1328(a).

**Section 7. Nonstandard Provisions**

Debtor may propose nonstandard provisions that modify the preprinted text of this form plan. All nonstandard plan provisions shall be set forth below, or on a separate page(s) appended to this plan. Each such provision shall be identified by a section number beginning with section 7.01 and indicate which section(s) of the form plan are modified by it. Nonstandard provisions placed elsewhere in the plan are void. The signatures below are certifications by Debtor and Debtor's attorney that this plan form has not been altered and that all nonstandard provisions are in section 7 and appended to this plan.

Dated: **March 15, 2021**

/s/ Janet Ezell

**Janet Ezell**

Debtor

Dated:

\_\_\_\_\_  
Debtor

Dated: **March 15, 2021**

/s/ Matthew D. Metzger

**Matthew D. Metzger 240437**

Debtor's Attorney