



MATTHEW D. METZGER (SBN 240437) Signed and Filed: December 10, 2025

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A handwritten signature in black ink, appearing to read "Hannah L. Blumenstiel", written over a horizontal line.

HANNAH L. BLUMENSTIEL
U.S. Bankruptcy Judge

Attorney for Debtor
Lynn Corbin Swearingen

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

LYNN CORBIN SWEARINGEN

d/b/a/ Bay Area Hypnotherapy

Debtor.

SSN XXX-XX-8273

Case No. 25-30618 HLB 13

Chapter 13

**ORDER VALUING COLLATERAL
OF
UNITED STATES SMALL BUSINESS
ADMINISTRATION
UNDER § 506 AND FRBP 3012**

Date:

Time:

Room: Via In-Person or Zoom
www.canb.uscourts.gov/calendars

Judge: Hon. Hannah L. Blumenstiel

On October 15, 2025, Debtor Lynn Corbin Swearingen (the “Debtor”) filed a motion to value the collateral of U.S. Small Business Administration (hereinafter “Lienholder”) under §506 and FRBP 3012. The collateral secures a UCC-1 lien against the personal property of the Debtor and more fully described in Exhibit A hereto, which lien was originally recorded with the California Secretary of State on June 28, 2020 as File No. 20-7797825390, with a continuation lien recorded on June 6, 2025 as File No.: U250150519922 (hereinafter “Lien”).

EXHIBIT A

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 800-858-5294
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CORPORATION SERVICE COMPANY 801 ADLAI STEVENSON DRIVE Springfield, IL 62703-4261 USA

DOCUMENT NUMBER: 91519600002
FILING NUMBER: 20-7797825390
FILING DATE: 06/28/2020 17:35

**IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
Swearingen		Lynn		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
870 MARKET ST STE 615		SAN FRANCISCO	CA	94102
				COUNTRY
				USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	U.S. Small Business Administration			
	3b. INDIVIDUAL'S SURNAME			
		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
10737 Gateway West, #300		El Paso	TX	79935
				COUNTRY
				USA

4. COLLATERAL: This financing statement covers the following collateral:
 All tangible and intangible personal property, including, but not limited to: (a) inventory, (b) equipment, (c) instruments, including promissory notes (d) chattel paper, including tangible chattel paper and electronic chattel paper, (e) documents, (f) letter of credit rights, (g) accounts, including health-care insurance receivables and credit card receivables, (h) deposit accounts, (i) commercial tort claims, (j) general intangibles, including payment intangibles and software and (k) as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code. The security interest Borrower grants includes all accessions, attachments, accessories, parts, supplies and replacements for the Collateral, all products, proceeds and collections thereof and all records and data relating thereto. EXEMPT Per California Government Code Section 6103 PLEASE EXPEDITE 815729 7909

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
 [189140438]

FILING OFFICE COPY



U250150519922



STATE OF CALIFORNIA
Office of the Secretary of State
**UCC FINANCING STATEMENT AMENDMENT (UCC
 3)**
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 657-5448

For Office Use Only

-FILED-

File No.: U250150519922

Date Filed: 6/6/2025

B3758-2003 06/08/2025 3:56 AM Received by California Secretary of State

Submitter Information:	
Contact Name	CORPORATION SERVICE COMPANY
Organization Name	CSC
Phone Number	18008585294
Email Address	SPRFiling@cscglobal.com
Address	801 ADLAI STEVENSON DR SPRINGFIELD, IL 62703
Amendment Action Information:	
Initial Financing Statement File Number	207797825390
Date Filed	06/28/2020
Amendment Action	Continuation
Name of Secured Party of Record Authorizing This Amendment:	
<input type="checkbox"/> If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.	
Authorizing Secured Party Name	U.S. Small Business Administration
Optional Filer Reference Information:	
2466996	

COURT SERVICE LIST

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U.S. Small Business Administration/
Office of General Counsel
455 Market Street, Suite 600
San Francisco, CA 94105-2420



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

Signed and Filed: February 5, 2026

A handwritten signature in black ink, appearing to read "Hannah L. Blumenstiel", written over a horizontal line.

HANNAH L. BLUMENSTIEL
U.S. Bankruptcy Judge

Trustee for Debtor(s)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In Re
Lynn Corbin Swearingen

Chapter 13 Case Number
25-30618 HLB

Debtor(s)

ORDER CONFIRMING CHAPTER 13 PLAN

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 #27 is confirmed.

ATTORNEY FEES

IT IS FURTHER ORDERED that the attorney's fees for the debtor(s)' attorney in full amount of \$12,700.00 are approved, \$11,200.00 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 \$1,500.00 shall be paid by the Chapter 13 Trustee from plan payments in accordance with section 9 of the plan.

END OF ORDER

COURT SERVICE LIST

Chapter 13 Plan

Debtor 1: Lynn Corbin Swearingen

Debtor 2 (Spouse, if filing):

United States Bankruptcy Court - Northern District of California

Case Number (if known): 25-30618 HLB 13

Check if this is an amended plan

Amended Sections: Section 1.1; Section 1.4; Section 5 (Class 3, 7 & 11); Section 7 (Executory Contract Rejection)

Section 1: Notices

Note: In a joint case, reference to a Debtor includes both Debtor 1 and Debtor 2. Whenever there are check boxes in this plan providing a choice, "None" or "Not included" will be presumed if no boxes are checked.

To Debtors: This form sets out permissible options for chapter 13 cases in the Northern District of California. The text of the provisions in this form plan may not be altered. Any nonstandard provision must be stated in § 10 of this plan and you must check "Included" in § 1.4 below. Any nonstandard provision placed elsewhere is ineffective. **Use of this form is mandatory.**

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

The following matters may be of particular importance. *Debtor must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included" or if both boxes are checked or unchecked, the provision will be ineffective if set out later in the plan.* This may also be accomplished by a separately filed motion as indicated in the applicable section.

1.1	A provision that limits the amount of a secured claim based on a valuation of the collateral for the claim, see Class 3.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	A provision that avoids a security interest or lien, see Class 4.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	A provision that avoids a judicial lien or nonpossessory nonpurchase money lien, see Class 6.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.4	Nonstandard provisions, see § 10.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

Section 2: Plan Payments & Length of Plan

2.1 Debtor will make payments to the Trustee as follows:

	Dollar Amount	Number of Months	Total
X	\$421.00	60	\$25,260.00
Add	Additional Payments (see § 2.3):		0.00
	Estimated Total Months: 60	Estimated Total Payments:	\$25,260.00

2.2 The initial plan payment to the Trustee is due 30 days after the petition date. After the initial plan payment to the Trustee, regular plan payments must be received by the Trustee not later than the 20th day of each month. Payments will be made from future income in the following manner:

Check all that apply:

Debtor will make payments directly to the Trustee.

Debtor will make payments pursuant to a payroll deduction (wage) order.

Other:**2.3 Additional payments**

Check one:

 None. The rest of this provision need not be completed or reproduced.**Section 3: Claims**

Need to file proof of claim and determination of classification. A creditor, including a secured creditor, must file an allowable proof of claim in order to receive disbursements from the Trustee, whether or not this plan mentions the creditor's claim. Unless the court orders otherwise, the Trustee will make distributions only on filed proofs of claim. Unless the court orders otherwise, the proof of claim shall determine the amount and classification of a claim.

Section 4: Pre-confirmation adequate protection payments to secured creditors None. The rest of this claim provision need not be completed or reproduced.**Section 5: Treatment of Claims****Class 1: Secured claims on which Debtor had defaulted before the petition date. Debtor does not intend to alter terms except to cure arrears** None. The rest of this claim provision need not be completed or reproduced.**Treatment:**

- **Retention of lien and claimholder's rights.** A holder of a Class 1 claim will retain its lien until the underlying debt is paid in full under nonbankruptcy law. This plan does not modify the holder's rights other than by curing the default by paying the prepetition arrearage, i.e. the regular installments of principal, accrued and unpaid interest and other charges, such as attorney's fees, escrow, and collection costs, that became due before the petition date without regard for any acceleration.
- **Cure payments by the Trustee.** Unless a Class 1 creditor agrees to different treatment, the Trustee will make distributions to cure the prepetition arrearage. The Trustee will make monthly payments on each Class 1 claim that include interest on the arrearage at a 0% interest rate unless a different rate is stated below. Each Class 1 creditor shall apply these payments only to the prepetition arrearage. The Trustee shall make no payment to a creditor if there is no allowable filed proof of claim, or whose proof of claim states that the arrearage is \$0.00, none, or the like.
- **Postpetition maintenance payments.** Unless specifically noted otherwise in the box below, Debtor, and not the Trustee, shall pay directly to each Class 1 creditor or its agent each payment first becoming due without acceleration after the petition date ("postpetition installments"), as authorized under the applicable agreement and law, but the amount of the postpetition installments shall be determined as if the claim was not in default on the petition date. Each Class 1 creditor must apply the postpetition installments only to the debtor's postpetition obligations.

	Creditor Name	Collateral	Claim Amount	Estimated Arrearage	Interest Rate %	Monthly Arrearage Payment	Start Date (Month/Year)
X	U.S. Bank N/A, Trustee for Banc. of America Funding Corp. (Claim 1-1)	601 Van Ness Ave. #222 San Francisco, CA 94102	\$273,288.48	\$502.46	0.00	\$50.25	9/2025

Add Conduit plan option. If selecting, list Class 1 claims in Attachment A and attach to plan, and select nonstandard provision box in Section 1.4**Class 2: Secured claims which mature before the projected date of the last payment due under this plan which are intended to be paid in full or any other secured claim that is to be paid in full through the plan by the Trustee** None. The rest of this claim provision need not be completed or reproduced.

Class 3: Secured claims on which Debtor proposes to limit the claim amount to the value of the collateral pursuant to 11 U.S.C. § 506(a) and § 1325 (stripped down)

None. The rest of this claim provision need not be completed or reproduced.

Treatment. Secured claims shall be limited to value of collateral as determined by the court, with the remaining claim balance being treated either as a priority claim or as a nonpriority general unsecured claim under this plan to the extent there is a right to a deficiency claim. If the creditor's claim states a value that is acceptable to Debtor, then no further determination is required.

- **Payments by the Trustee.** Unless the claim holder agrees to different treatment, the Trustee shall make distributions to pay a Class 3 claim sufficient to pay the allowed amount of the claim plus interest during the duration of the plan at a 0% interest rate unless a different rate is stated in Attachment B. The difference between the amount determined to be secured and the total amount stated on the creditor's proof of claim will be treated as an unsecured claim below.
- **Retention of lien.** A holder of a Class 3 claim will retain its lien until the earlier of (a) full payment of the underlying debt determined under nonbankruptcy law, or (b) discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate.

Means of accomplishing this provision (check one):

- By motion or objection to claim. To value a non-governmental creditor's secured claim, Debtor will either (1) file and serve a separately noticed motion, or (2) file and serve an objection to the claim. List all claims Debtor elects to treat in this manner below. Such a motion shall be served in the same manner as a summons and complaint under Rule 7004. For a governmental unit's secured claim, no motion or objection may be filed until after the claim is filed or the bar date for governmental units has expired.

	Creditor Name	Collateral	Claim Amount	Value of Secured Claim	Interest Rate %	Monthly Payment	Start Date (Month/Year)
X	U.S. Small Business Administration (Claim 5-1)	all tangible and intangible personal property per UCC	\$151,785.91	\$7,193.01	10.00%	\$152.83	9/1/2025
Add							

Class 4: Secured claims on which Debtor proposes to treat the claim as fully unsecured pursuant to 11 U.S.C. § 506(d), § 1322(b) (2) and § 1325 (voiding liens)

None. The rest of this claim provision need not be completed or reproduced.

Class 5: Secured claims excluded from 11 U.S.C. § 506 valuation by the "hanging paragraph" of § 1325(a), which are subject to In re Penrod, 611 F.3d 1158 (9th Cir. 2010) (e.g., "910 Claims")

None. If "None" is checked, the rest of this claim provision need not be completed or reproduced.

Class 6: Secured claims on which Debtor proposes to limit the claim amount pursuant to 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d)

None. The rest of this claim provision need not be completed or reproduced.

Class 7: Secured claims which Debtor proposes to satisfy by surrender of collateral

None. The rest of this claim provision need not be completed or reproduced.

Treatment: The Trustee shall make no distributions on a Class 7 secured claim if the real or personal property described below has been surrendered or offered for surrender to the creditor.

Entry of the order confirming this plan will terminate the automatic stay under 11 U.S.C. § 362(a) and the codebtor stay under 11 U.S.C. § 1301(a) as to Debtor, codebtor(s), and the bankruptcy estate, to permit the creditor whose collateral is being surrendered to receive, repossess, or foreclose upon that collateral and to exercise its rights and remedies as to its collateral under applicable nonbankruptcy law.

	Creditor Name	Collateral
X	Wyndham Resort Development Corp. (Claim 3-1)	Timeshare xxxxxxxx0069
Add		

Class 8: Secured claims on which Debtor was not in default on the petition date. Debtor does not intend to modify the claimant's rights.

None. The rest of this claim provision need not be completed or reproduced.

Class 9: Non-Assigned Priority Domestic Support Obligations - § 507(a)(1)(A) and § 1322(a)(2)

None. The rest of this claim provision need not be completed or reproduced.

Class 10: Assigned Priority Domestic Support Obligations - § 507(a)(1)(B), § 1322(a)(4)

None. The rest of this claim provision need not be completed or reproduced.

Class 11: Priority Taxes - § 507(a)(8), § 1322(a)(2)

None. The rest of this claim provision need not be completed or reproduced.

Treatment: All allowed priority tax claims shall be paid in full in deferred cash payments by the Trustee pursuant to § 507(a)(8) and § 1322(a)(2).

	Creditor Name	Estimated Claim Amount	Interest Rate %
X	Department of Treasury - Internal Revenue Service (Claim 4-2)	\$6,090.41	7.09%
Add			

Class 12: Other Priority Claims

None. The rest of this claim provision need not be completed or reproduced.

Class 13: Nonpriority General Unsecured Claims (Afforded Special Treatment, including co-signed debts)

None. The rest of this claim provision need not be completed or reproduced.

Class 14: Nonpriority General Unsecured Claims

Treatment: Allowed claims will be paid by the Trustee, from funds remaining after payment of all other allowed claims, as follows:

Check One:

Fixed dollar dividend: allowed general unsecured claims shall be paid by the Trustee an aggregate dividend of

which shall be shared pro rata by claimants.

Section 6: Unclassified Claims and Expenses

Trustee's Fees. The Trustee's fees are governed by 28 U.S.C. § 586(e), may change during the course of the case, but cannot exceed 10% of receipts.

Debtor's attorney fees.

Debtor's attorney was paid prior to the filing of the case. Additional fees of shall be paid upon court approval. Debtor's attorney will seek approval either by:

complying with General Order 35; or

Debtor's attorney's fees shall be paid of each monthly plan payment.

Other Administrative Expenses.

as allowed by 11 U.S.C § 1326(b). Name of party owed:

Section 7: Executory Contracts and Unexpired Leases

None. The rest of this claim provision need not be completed or reproduced.

Executory Contracts and Unexpired Leases Assumed. Debtor assumes the executory contracts and unexpired leases listed below. Debtor shall pay any postpetition contract or lease payment directly. Any prepetition arrears will be paid in full by the Trustee.

	Other Party	Description of Contract or Lease	Contract Payment	Estimated Arrearage	Monthly Payments on Arrears	Start Date (Month/Year)
X			0.00	0.00	0.00	
Add						

Executory Contracts and Unexpired Leases Rejected. Debtor rejects the executory contracts and unexpired leases listed below. Upon confirmation of the plan, the automatic stay arising under § 362(a) shall be terminated.

	Other Party	Description of Contract or Lease
X	Wyndham Resort Development Corp (Claim 3-1)	Debtor rejects Timeshare xxxxxxxx0069 contract.
Add		

Section 8: Vesting of Property of the Estate

Property of the estate (check one):

Reverts in Debtor upon confirmation. Debtor may sell, refinance, or execute a loan modification without prior court approval or order if the Trustee approves the transaction.

Regardless of vesting of property of the estate:

- during the pendency of the case, the Trustee is not required to file income tax returns for the estate or insure any estate property; and
- the court shall be empowered to enforce Bankruptcy Rule 3002.1; and to provide any other relief necessary to effectuate this plan, the orderly administration of this case, and the protection of property of Debtor and property of the estate.

Section 9: Miscellaneous Provisions

9.1 Direct Secured Debt Payments. Unless the court otherwise orders, if Debtor elects to pay installment payments directly to the lender(s) on real property secured debt that is in default on the filing date, Debtor shall file a declaration under penalty of perjury on each anniversary of the plan's confirmation of having made those payments and shall serve each declaration on the Trustee.

9.2 Limited stay relief. Notwithstanding 11 U.S.C. §§ 362 and 1301, any secured creditor may transmit to Debtor and codebtor payment coupon books and other statements, notices of payment changes or interest rate changes, escrow account statements, and other statements concerning postpetition obligations, if such documents conform to bankruptcy-specific forms required by a federal statute, regulation, or rule, or contain a conspicuous disclaimer that they are being provided for informational purposes only and are not a demand for payment.

9.3 Effect of relief from automatic and codebtor stays. As soon as practicable after the Trustee receives notice of an order granting relief from stay, the Trustee shall cease making distributions on all claims secured by such collateral, unless the court orders otherwise.

9.4 Distribution of plan payment by the Trustee in non-conduit cases. Debtor's monthly plan payment must be sufficient to pay in full: (a) Trustee's fees, (b) the monthly dividends specified in Section 6 for Debtor's attorney's fees and administrative expenses, (c) the monthly dividends payable on account of Class 1, 2, 3, 5, and 6 claims, and executory contract and unexpired lease arrearage claims.

If Debtor tenders a partial monthly plan payment to the Trustee, the Trustee shall pay, to the extent possible, such fees, expenses, and claims in the order specified in the paragraph above. If the amount paid by Debtor is insufficient to pay all dividends due on account of fees, payments, expenses, and claims within a subpart of the above paragraph, such dividends shall be paid pro rata, on account of any of the fees, payments, expenses, and claims within such subpart.

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, Debtor's attorney's fees, and administrative expenses in Section 6; second, claims in Classes 1, 2, 3, 5, and 6, and executory contract and unexpired lease arrearage claims; third, priority claims in Classes 9, 10, 11, 12; fourth, unsecured claims in Class 13; and fifth, unsecured claims in Class 14.

Section 10: Non-Standard Plan Provisions

None. The rest of this provision need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in Box 1.4 "Included" in Section 1.

The Chapter 13 Trustee Shall Pay Interest on Governmental Tax Claims at a rate of 7.09% Effective as of the August 5, 2025 Petition Date per 26 U.S.C. § 6621(a)(2). The Chapter 13 Trustee shall pay post-petition interest on prepetition governmental tax claims through the Chapter 13 Plan. Here, Claim 4-2 filed by the Dept. of Treasury/Internal Revenue Service ("IRS") shall receive interest payable at 7.09%.

Section 11: Signatures

By filing this document, each Debtor signing below certifies that (a) the wording and order of the provisions in this plan are identical to those contained in form chapter 13 plan, other than any nonstandard provisions included in Section 10, (b) that the plan has been proposed in good faith, (c) that the information provided in this plan is true and correct to the best of Debtor's knowledge, and (d) that Debtor will be able to make all plan payments and otherwise comply with plan provisions. Further, the statements in Attachment(s) A, B, C, and D, if applicable, are true and correct, under penalty of perjury.

X:/s/ Lynn Corbin Swearingen	X:
Signature of Debtor 1	Signature of Debtor 2
Executed On: October 14, 2025	Executed On:
MM / DD / YYYY	MM / DD / YYYY

The undersigned certifies under penalty of perjury that the wording and order of provisions in this plan are identical to those contained in the form chapter 13 plan, other than any nonstandard provision included in Section 10.

X:/s/ Matthew D. Metzger	Date: October 14, 2025
Signature of Attorney Debtor(s)	MM / DD / YYYY

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