

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA**

IN THE MATTER OF

LOAN MODIFICATION MANAGEMENT
PROGRAM PROCEDURES

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GENERAL ORDER 2024-3

**AMENDED GENERAL ORDER PERMITTING VOLUNTARY USE OF
LOAN MODIFICATION MANAGEMENT PROGRAM¹**

Effective September 15, 2025, the Court implements the following voluntary Loan Modification Management Program. Accordingly,

IT IS ORDERED:

1. The procedures contained herein and the forms attached hereto implement the Loan Modification Management Program (“LMM Program”) available at <https://dclmwp.com/>.

2. The LMM Program is designed to function as a forum for debtors and creditors to reach a consensual resolution when a debtor’s property is at risk of foreclosure. The goal of the LMM Program is to facilitate communication and an exchange of information in a confidential setting and to encourage the parties to finalize a feasible and beneficial agreement under the supervision of this Court.

3. The following definitions shall apply to the LMM Program and the procedures described herein:

- a. “Creditor” means any holder, servicer, or trustee of an Eligible Loan.
- b. “Debtor” means any individual debtor in a case filed under chapter 7, 11, 12, or 13 of the Bankruptcy Code, including joint debtors. Where a debtor is represented by counsel, the term may include the debtor’s counsel on behalf of the debtor individually unless the context requires otherwise.
- c. “Document Preparation Software” means a secure, online program maintained and operated by the Program Manager that facilitates the preparation of the Initial LMM Program Package by populating the Standard LMM Documents and generating a customized checklist of required additional forms and

¹ This General Order is amended as of March 11, 2025, to include the requirement for the Debtor to pay monthly adequate protection payments to the Creditor in lieu of regular monthly mortgage payments immediately upon entry of the LMM Program Order until the resolution of the LMM Program. *See infra* section 9(d).

supporting documents that a Debtor needs to initiate a loss mitigation review with the Creditor. The use of the Document Preparation Software ensures that the initial submission to Creditor is complete and accurate and should expedite Creditor's review. By requiring its use by the Debtor prior to the filing of the Motion for the LMM Program, the Debtor will signify to the Court and the Creditor that the Debtor is prepared to engage in the LMM Program in good faith and provide the necessary information to the Creditor.

- d. "Eligible Loan" means any loan, lien, or extension of money or credit secured by Eligible Property, regardless of whether the loan is considered to be non-traditional, was in foreclosure prior to the bankruptcy filing, is the first or junior deed of trust or lien on the Eligible Property, and/or has been pooled, securitized, or assigned to a creditor or trustee.
- e. "Eligible Property" means any immovable property in which the Debtor holds an interest.
- f. "Initial LMM Program Package" means collectively the Standard LMM Documents and all of the forms and supporting documentation that the Creditor requires to initiate the assessment of a Debtor's loss-mitigation options. Creditor shall be responsible for providing Creditor's Initial LMM Program Package to the Program Manager as provided for in § 7(a) herein.
- g. "LMM Program Period" means the time during which the LMM Program is in effect prior to its expiration or termination by Court Order.
- h. "Loss Mitigation" means the full range of solutions that may prevent either the loss of a Debtor's Eligible Property to foreclosure, increased costs to the Creditor, or both, including, but not limited to, loan modification, loan refinance, forbearance, short sale, or surrender of the Eligible Property in full satisfaction of obligations arising under an Eligible Loan.
- i. "Portal" means a secure, online service maintained and operated by the Program Manager that allows LMM Program documents and communications to be submitted, retrieved, and tracked between the Required Parties. The Portal must be capable of providing access to the Court and trustees as well as the Program Manager. Submitting documents to the Portal provides transparency in the loan-modification process by making information immediately available to all parties through a secure internet Web site. To ensure that all Required Parties may obtain access to the Portal in a timely manner, registration on the Portal by any Required Party (including, without limitation, registration by the Creditor as provided in § 7(a)) must be capable of being completed in three (3) business days.
- j. "Program Manager" means an independent, nonpartisan organization that has demonstrable skill and experience in bankruptcy loss mitigation to assist the

Court with managing the LMM Program. Without limiting the generality of the foregoing, the Program Manager should

- (i) have extensive knowledge of the forms and supporting documents required by Creditors to complete a loss-mitigation analysis;
 - (ii) have extensive understanding of the various loss mitigation programs offered by Creditors and the terms of their availability to Debtors;
 - (iii) own or be able to provide access to the Document preparation System; and
 - (iv) own or be able to provide access to the Portal.
- k. “Required Parties” means the Debtor, Debtor’s counsel, Creditor, Creditor’s counsel, and any co-obligor, co-borrower, or third-party obligor.
- l. “Standard LMM Documents” means, collectively, the industry standard forms that are generally required by Creditors to initiate a review of a Debtor’s loss mitigation options including:
- (i) Request for Mortgage Assistance
 - (ii) Uniform Borrower Assistance Form
 - (iii) Mortgage Assistance Application (Fannie Mae/Freddie Mac)
 - (iv) IRS Form 4506-C
 - (v) Hardship Letter
 - (vi) Dodd-Frank Certification
4. **Eligibility.** Any Debtor who currently has a bankruptcy case pending under any chapter of the Bankruptcy Code is eligible to participate in the LMM Program with respect to any Eligible Property. Individuals who seek to modify a loan under the LMM Program must have paid their bankruptcy filing fee in full prior to filing a motion to participate in the LLM Program. Additionally, the Debtor must remit to his/her counsel to hold in escrow (if represented) or set aside (if proceeding *pro se*) (i) the Document Preparation Software fee (\$60), (ii) the LMM Portal submission fee (\$60), and (iii) one-half of the Program Manager’s fee (\$300).
5. **Additional Parties’ Participation.** In addition to Required Parties, the Court, by motion or *sua sponte*, may direct other parties to participate in the LMM Program, including but not limited to, co-debtors, other creditors, trustees, or other third parties.

6. **Commencement of the LMM Program.** The Debtor or Creditor may seek, or the Court may order *sua sponte*, the commencement of the LMM Program at any time after the commencement of the Debtor's bankruptcy case.

a. By the Debtor:

- (i) *Confirm Eligibility.* Prior to filing a Motion To Commence LMM Program (substantially in the form attached hereto as **Exhibit A**), the Debtor shall perform reasonable due diligence to confirm that the Debtor may be eligible for loss mitigation and confirm all information necessary to make the certifications required on the Certification of LMM Eligibility and Readiness (substantially in the form attached hereto as **Exhibit B**).
- (ii) *Complete Document Preparation Software.* Prior to filing a Motion To Commence LMM Program, the Debtor shall complete the Document Preparation Software and pay the non-refundable fee (\$60) directly to the Document Preparation Software-approved vendor. The Debtor's Initial LMM Program Package shall be completed and ready for signature and submission before filing a Motion To Commence LMM Program.
- (iii) *File Motion To Commence LMM Program.* Upon completion of the Debtor's Initial LMM Program Package, the Debtor may request the commencement of the LMM Program by filing a Motion To Commence LMM Program on an *ex parte* basis. If an opposition to that motion is not filed within seven (7) days, the Court will enter an order granting the Motion To Commence LMM Program. At a minimum, the Motion To Commence LMM Program must be served on the Creditor, the Creditor's counsel, any trustee in the case, and all other creditors whose claims are secured by liens against the Eligible Property. The Certification of LMM Eligibility and Readiness (**Exhibit B**) shall be attached as an exhibit to the motion and a proposed order in Word format shall be submitted to chambers (sectionaorders@laeb.uscourts.gov).
- (iv) If an order granting relief from or modifying the automatic stay has been entered as to the Eligible Property subject to the Motion To Commence LMM Program, then concurrently with the filing of any Motion To Commence LMM Program, the Debtor must file and serve a motion to reinstate the automatic stay ("Motion To Reinstate"), setting it for hearing concurrently with the Motion To Commence LMM Program. **The Debtor shall not be eligible to participate in the LMM Program until the Motion To Reinstate is granted.**

- b. By the Creditor: Any Creditor seeking to commence the LMM Program may file a Motion To Commence LMM Program (**Exhibit A**) on an *ex parte* basis. If an opposition to that motion is not filed within seven (7) days, the Court will enter an Order granting the Motion To Commence LMM Program. At a minimum, the Motion To Commence LMM Program must be served on the Debtor, the Debtor’s counsel, any trustee in the case, and all other creditors whose claims are secured by liens against the Eligible Property. A proposed order in Word format shall be submitted to chambers (sectionaorders@laeb.uscourts.gov).
 - c. By the Court: The Court may *sua sponte* order the assignment of a loss mitigation matter to the LMM Program.
7. **General LMM Program Participation and Duties.** Upon the Court’s issuance of an order commencing the LMM Program (the “LMM Program Order”) and service of that order as instructed, the following general duties and conditions apply:
- a. Good-faith Requirement. The Required Parties shall act in good faith throughout the entirety of the LMM Program Period, including but not limited to, promptly responding to all inquiries through the Portal and providing all requested documentation and information. A party failing to participate in good faith may be subject to sanctions and/or dismissal of the LMM Program after notice and hearing.
 - b. Deadlines. The Required Parties shall comply with all deadlines set forth in the LMM Program Order and the LMM Program. Deadlines may only be extended by Court order or by stipulation of the parties.
 - c. Trustee. The trustee in a case may participate in the LMM Program to the extent that such participation would be consistent with the trustee’s duties under the Bankruptcy Code.
 - d. Communication Through Portal. During the LMM Program Period, unless otherwise permitted by the Court, all material communications among the Required Parties must be conducted exclusively through the Portal; provided, however, that any litigated matters incidental to mediation shall be considered as separate matters not subject to the Portal requirement (e.g., a motion to compel mediation for motions related to discovery must be filed in the main bankruptcy case, not through the Portal).
 - e. Authorized Parties. On behalf of each participating party, a person with complete knowledge of the file so as to be reasonably capable of answering questions posed by the Court related to the LMM Program shall attend all LMM Program-related hearings and conferences before the Court.
 - f. Automatic Stay. The automatic stay as applicable by 11 U.S.C. § 362(a) shall be modified to the extent necessary to facilitate the LMM Program. Further,

- (i) After entry of the LMM Program Order, all pending motions for relief from the automatic stay with respect to Eligible Property subject to the LMM Program shall be continued by the Court or voluntarily withdrawn by the movant until the LMM Program has been completed.
 - (ii) The pendency of the LMM Program shall constitute good cause and compelling circumstances under 11 U.S.C. § 362(e) to delay the entry of any final decision on a pending motion for relief from the automatic stay with respect to Eligible Property subject to the LMM Program. Unless a Creditor specifically objects in writing, the Creditor is deemed to consent to a waiver of the deadlines set forth in § 362(e) of the Bankruptcy Code until thirty (30) days after the conclusion of the LMM Program.
 - (iii) During the pendency of the LMM Program, no motion for relief from the automatic stay shall be filed on an *ex parte* basis with respect to any Eligible Property subject to the LMM Program. Any Creditor seeking relief from the automatic stay prior to the conclusion of the LMM Program shall state in the motion reasons why relief is appropriate prior to the conclusion of the LMM Program.
 - (iv) If a motion for relief from the automatic stay is filed, noticed, and set for hearing during the pendency of the LMM Program, the Court may condition the stay upon fulfillment of the Debtor's obligations under the LMM Program Order.
 - (v) If the Debtor fails to comply with the Debtor's LMM Program Duties or the LMM Program Order, the Creditor may apply to terminate the LMM Program.
- g. No Delay. The referral of a case to the LMM Program does not relieve the parties from complying with any other Court orders or applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, this Court's General Orders, or this Court's Local Rules. Notwithstanding a matter being referred to the LMM Program, a Debtor's bankruptcy case shall not be stayed or delayed without further order of the Court.
- h. Closing. If Debtor's bankruptcy case is otherwise in a posture for administrative closing, the case shall remain open during the pendency of the LMM Program, unless otherwise ordered by the Court.
- i. Confidential Communications. All communications and information exchanged during the LMM Program shall be privileged and confidential and shall be inadmissible in any subsequent proceeding as provided for by Federal

Rule of Evidence 408, except in such circumstances when the Court finds that a party has failed to participate in good faith in the LMM Program.

- j. Request for Hearing. The Debtor, Creditor, or Program Manager may request a hearing to resolve any dispute that may arise in connection with the LMM Program by filing a motion, providing notice, and scheduling a hearing in accordance with this Court's Local Rules.

8. **Specific Creditor LMM Program Duties.** Upon the Court's issuance of the LMM Program Order and service of that order as instructed, the following specific Creditor duties include:

- a. Registration on Portal. Within ten (10) days after entry of the LMM Program Order, Creditor and Creditor's counsel (if any) shall register on the Portal (if not already registered) and will provide Creditor's most current Initial LMM Program Package to the Program Manager who will promptly post the package on the Portal. Registration on the Portal is a one-time event and once Creditor and Creditor's counsel (if any) are registered on the Portal, they will not be required to re-register for each subsequent matter; however, Creditor is responsible for providing any updates to Creditor's Initial LMM Program Package if and as necessary.
- b. Acknowledge Receipt of Initial LMM Program Package. Within seven (7) days after Debtor submits a completed Initial LMM Program Package to Creditor on the Portal, Creditor shall through the Portal (i) acknowledge receipt of Debtor's completed Initial LMM Program Package and (ii) designate its single internal point of contact and outside legal counsel (if any). The designated single internal point of contact and outside legal counsel (if any) shall have all requisite authority (within investor guidelines) to settle any and all issues that may arise during the LMM Program Period.
- c. Payment of LMM Program Fee. Within seven (7) days after the Debtor submits a completed Initial LMM Program Package, Creditor shall pay one-half (1/2) of the applicable non-refundable LMM Program fee (\$300) directly to the Program Manager. In the event that the Program Manager fee is not paid timely through the Portal online payment system, Creditor shall pay an additional \$25 processing fee to the Program Manager.
- d. Process Debtor's Application. Upon receipt of the Debtor's Initial LMM Program Package, Creditor shall promptly review the package to determine the Debtor's eligibility for any loss mitigation options that may be available to the Debtor. In the event that Creditor requires additional or corrected documentation, Creditor shall promptly notify the Debtor through the Portal of such requirements and promptly respond to the Debtor's responsive submissions as well as any inquiries made by the Debtor.

- e. **Servicer Transfer.** In the event that Creditor transfers a loan subject to the LMM Program, Creditor shall promptly provide a copy of the LMM Program Order to the new holder of the loan (the “Successor Creditor”) and the Successor Creditor shall be obligated to comply with all terms of the LMM Order. Without limiting the generality of the foregoing, the Successor Creditor shall accept all documentation and information previously accepted by the original Creditor. Further, Creditor shall file a Notice of Successor Creditor into the Court record (substantially in the form attached hereto as **Exhibit C**) and transfer the submission on the Portal to the Successor Creditor; provided, however, that nothing herein shall prevent the Debtor or Program Manager from doing so in lieu of Creditor. If Successor Creditor is not registered on the Portal, it must do so within fourteen (14) days of the filing of the Notice of Successor Creditor.
9. **Specific Debtor LMM Program Duties.** Upon the Court’s issuance of the LMM Program Order and service of that Order as instructed, the following specific Debtor duties include:
- a. **Submit Initial LMM Program Package.** Within seven (7) days after entry of an LMM Program Order or Creditor’s registration on the LMM Program Portal, whichever occurs later, the Debtor shall upload to the Portal (i) a completed Initial LMM Program Package and (ii) a copy of the LMM Program Order.
 - b. **Payment of Portal and LMM Program Fee.** Within seven (7) days after entry of an LMM Program Order or Creditor’s registration on the LMM Program Portal, whichever occurs later, the Debtor shall pay (i) the non-refundable LMM Portal submission fee (\$60) directly to the Portal vendor and (iii) one-half of the non-refundable Program Manager’s fee (\$300) directly to the Program Manager.
 - c. **Document Submissions.** Upon the request of Creditor through the Portal, the Debtor shall promptly provide any additional or corrected documentation requested by Creditor or Program Manager and answer any questions timely.
 - d. **Adequate Protection Payments.** Upon the entry of the LMM Order, unless otherwise ordered by the Court, Debtor shall make adequate protection payments to the Creditor in an amount that is no less than 80% of the prepetition principal and interest payment. If the Creditor objects to the amount of the adequate protection payment, then after adequate notice, the Court shall hold a hearing to consider the objection. If the Debtor is required to direct adequate protection payments to a difference address than the address the Debtor utilized prior to the filing of the bankruptcy case, the Creditor shall promptly advise the Debtor of the correct address and any other requirements to ensure the proper posting and processing of the payments. In Chapter 13 cases, the Debtor shall file a motion and proposed order immediately requesting the Court to authorize the Debtor or the Chapter 13 Trustee to make adequate protection payments to the specified payee at a specified address.

10. **Specific Program Manager LMM Program Duties.** Upon the Court's issuance of the LMM Program Order and service of that order as instructed, the following specific Program Manager duties include:
- a. Document Preparation System. The Program Manager shall be responsible for providing and maintaining the Document Preparation System.
 - b. Portal. The Program Manager shall be responsible for providing and maintaining the Portal.
 - c. LMM Program and System Education. The Program Manager shall be familiar with the rules and procedures of this LMM Program and be able to advise Debtors and Creditors about the basic procedures for participation therein including their respective responsibilities thereunder. Without limiting the generality of the foregoing, the Program Manager shall be able to direct users to the relevant provisions of the LMM Program as well as where Debtors and Creditors can access the required forms and documents. The Program Manager shall also provide free training on the use of the Document Preparation System as well as the Portal.
 - d. Loan Modification Monitoring. The Program Manager shall monitor all Portal communications between Debtor and Creditor to ensure that each party is performing its obligations and duties as required by the LMM Program including without limitation:
 - (i) Confirming that the Debtor has submitted a complete and correct Initial LMM Program Package;
 - (ii) Facilitating the communication and document exchanges between Creditor and Debtor to ensure that the loss mitigation review is proceeding in accordance with the terms and deadlines of the LMM Program;
 - (iii) Tracking and monitoring the deadlines for each party;
 - (iv) Preparing for, scheduling, and conducting LMM Program Conferences; and
 - (v) Reporting to the Court any non-compliance with the terms of the LMM Program by any of the Required Parties. In the event of non-compliance by any party, the Program Manager shall file a Notice of Non-Compliance with the Court (substantially in the form attached hereto as **Exhibit D**) and provide details of the Required Party's non-compliance together with sufficient supporting evidence documenting such non-compliance for the Court's review. Upon the filing of the Notice of Non-Compliance, the Court may provide notice and a hearing to the appropriate Required Parties to resolve the issues identified by the Program Manager and may treat

non-compliance as a failure to act in good faith under the LMM Program.

- e. Outside Mediators and Foreclosure Experts. The Program Manager may retain skilled mediators and loss-mitigation experts to assist in its duties hereunder at no additional costs to the Debtor or Creditor.

11. The LMM Program Process.

a. Duration.

- (i) *Initial Duration.* The LMM Program Period shall initially be 120 days from the date of the LMM Program Order unless otherwise specified in the LMM Program Order.
- (ii) *Extension or Early Termination.* Any Required Party may file a motion requesting to extend or terminate the LMM Program Period prior to its expiration, serve it properly, and notice it for hearing pursuant to the Bankruptcy Rules and this Court's Local Rules. The deadline to object to such a motion is governed by this Court's Local Rules. The Program Manager may also extend the LMM Program Period if the Program Manager reasonably believes that the Parties are acting in good faith and are working toward a resolution. Any LMM Program Period extensions will be updated on the Portal.

b. LMM Program Conferences.

- (i) *Scheduling.* In the event that the Debtor and Creditor are not able to reach mutually agreeable terms, then upon consultation with the parties and their attorneys (if any), the Program Manager shall fix a reasonable date and time for the LMM Program Conference and shall give the parties at least seven (7) days' advance, written notice of the date and time of the LMM Program Conference. The Program Manager shall report the scheduling of the LMM Program Conference on the Portal. The Program Manager may in its sole discretion schedule multiple LMM Program Conferences in the same case.
- (ii) *Appearances.* Attendance at the LMM Program Conference is mandatory. All Required Parties shall appear at the LMM Program Conference telephonically unless otherwise agreed to by the parties or directed by the Program Manager.
 - If the Debtor is represented by counsel, then the Debtor, Debtor's counsel, and any co-obligor, co-borrower, or other third party obligated on the note or deed of trust may participate in the LMM Program Conference by telephone provided that they are physically present with Debtor's counsel and present

identification to Debtor's counsel during all LMM Program Conferences.

- The Debtor shall provide a foreign-language interpreter when necessary at the Debtor's own expense.
- The Creditor shall appoint a designated representative to appear on behalf of the Creditor.
- All parties attending the LMM Program Conference shall be ready, willing, and able to sign a binding settlement agreement at the LMM Program Conference and have the ability to scan, send, and receive documents by facsimile, e-mail, or other electronic means at the time of the LMM Program Conference.

(iii) *Failure To Appear.* Should a Required Party fail to appear at a scheduled LMM Program Conference, the Program Manager may file a Notice of Non-Compliance with the Court (**Exhibit D**). Upon the filing of the Notice of Non-Compliance, the Court may provide notice and a hearing to the appropriate Required Parties to resolve the issues identified by the Program Manager and may treat non-compliance as a failure to act in good faith under the LMM Program.

c. Debtor Payments. In chapter 13 cases, any Debtor participating in the LMM Program shall be required to maintain payments due to Creditor under the proposed or confirmed chapter 13 plan, whether a conduit or non-conduit plan.

12. LMM Program Resolution

a. Trial Loan Modification Agreement. If the parties reach a trial loan modification agreement, but not a final loan modification agreement, then within fourteen (14) days after the parties reach such agreement, the Debtor shall file and properly serve a Motion To Approve Trial Loan Modification Agreement and set it for hearing pursuant to the Bankruptcy Rules and this Court's Local Rules. Any order resolving the Motion To Approve Trial Loan Modification must be served according to the instructions in the order.

b. Final Loan Modification Agreement. If the parties agree to a final or long-term loan modification, the Debtor shall, within fourteen (14) days of that agreement, file and properly serve a Motion To Authorize Loan Modification, with a copy of the proposed loan modification attached as an exhibit, and set it for hearing pursuant to the Bankruptcy Rules and this Court's Local Rules. In a chapter 13 case, the proposed order submitted to the Court shall include the following provisions where applicable:

(i) If the loan modification approved by the Court impacts the provisions of the Debtor's chapter 13 plan, within fourteen (14) days

of the entry of the order approving the loan modification, the Debtor shall file, properly serve, and notice for hearing a modified plan pursuant to the Bankruptcy Rules and this Court's Local Rules.

- (ii) If the loan modification approved by the Court results in a material change in the Debtor's expenses, the Debtor shall amend any impacted Schedules within fourteen (14) days of the entry of the order approving the loan modification.

c. Additional Conditions.

- (i) *No Dismissal.* Dismissal of the bankruptcy case shall not be made a requirement of an agreement reached through the LMM Program.
- (ii) *Consent.* Consent to the resolution shall be acknowledged in writing by an authorized representative of the Creditor, the Debtor, and the Debtor's attorney, if any.
- (iii) *Court Review and Approval.* By motion of any of the parties, LMM Program participants shall seek the Court's authorization to enter into any agreement reached during the LMM Program process, including but not limited to, a stipulation, sale, plan of reorganization, amended plan of reorganization, or loan modification. To be authorized by the Court, a proposed resolution must be in the best interest of the Debtor and the bankruptcy estate. In instances where the Debtor is proceeding without counsel, the Court will hold an evidentiary hearing and require the Debtor to appear in person.
- (iv) *Permanent Modification.* In the event that the Debtor satisfies all payment obligations and any other material obligations under a trial/interim loan modification order, the Creditor shall extend an offer to enter into a final loan modification agreement within fourteen (14) days of receipt of the last interim payment.

13. LMM Program Fees.

a. Compensation for Debtor's Counsel.

- (i) Counsel for the Debtor is entitled to receive reasonable compensation for all work involved in connection with the LMM Program process. The Court finds that \$2500 is presumptively reasonable compensation for performing all services involved in connection with the LMM Program process. Debtor's counsel may also voluntarily accept less than the \$2500 presumptive fee for such services. The presumptive fee contemplates services for:

- Filing of the Motion To Commence LMM Program

- Preparation of the Initial LMM Program Package
 - Preparation of any forms and motions that may be required throughout the LMM Program through resolution
 - Submission of all documentation through the Portal
 - Filing of other required pleadings and preparation of proposed orders and settlement papers, as applicable
 - Communicating with Creditor and Program Manager, including communications through the Portal
 - Attendance at LMM Program Conferences and Court hearings
 - Review of all modified loan documents
- (ii) Alternatively, Debtor’s counsel may file, properly serve, and notice for hearing an application for allowances of reasonable attorneys’ fees and costs, attaching invoices and time sheets as exhibits, upon which the Court will schedule an evidentiary hearing to resolve the application.
- b. Compensation for Creditor’s Counsel. No presumptive fee is provided for services provided to Creditor’s counsel for work involved in connection with the LMM Program process. Should Creditor’s counsel wish to be compensated by the estate for services rendered in connection with the LMM Program process, Creditor’s counsel may file, properly serve, and notice for hearing an application for allowance of reasonable attorneys’ fees and costs, identifying the statutory basis for such allowance and attaching invoices and time sheets as exhibits, upon which the Court will schedule an evidentiary hearing to resolve the application.

DATED: September 24, 2024.

FOR THE COURT:



MEREDITH S. GRABILL
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

IN RE: § CASE NO. [INSERT]
[DEBTOR(S) NAME(S)], § CHAPTER [INSERT]
DEBTOR(S). § SECTION A

MOTION TO COMMENCE LMM PROGRAM

COMES NOW [INSERT NAME OF DEBTOR(S)] (“Debtor”) and moves the Court for permission to participate in the Loan Modification Management Program (“LMM Program”), as adopted and implemented by this Court pursuant to General Order 2024-3. In support, the Debtor represents:

1. All capitalized terms used in this motion and not otherwise defined are defined in this Court’s General Order 2024-3.
2. The physical address of the Eligible Property that secures the Eligible Loan is [INSERT].
3. The Creditor is [INSERT].
4. The Eligible Property [IS / IS NOT] the Debtor’s principal residence.
5. The Debtor has paid the non-refundable fee (\$60) directly to the Document Preparation Software-approved vendor.
6. The Certification of LMM Eligibility and Readiness is attached hereto as Exhibit 1 and is fully incorporated herein by reference.
7. Each Debtor in this case is participating in the LMM Program in good faith and not for purposes of delay.
8. The names of any known non-debtor co-borrower or co-obligor on the underlying repayment obligation and any known entities with ownership interests in the Eligible Property are: [INSERT].
9. Bankruptcy Schedules I and J were filed by the Debtor [WITHIN / MORE THAN] six months of the date of the filing of this motion and are accurate as of the date of the filing of this motion and correctly state the current income and expenses of the Debtor.

10. [PICK ONE]

Counsel for the Debtor accepts the presumptive fee of \$2500 for representation of the Debtor in the LMM Program as outlined in the Court's General Order 2024-3. This disclosure shall be deemed to fulfill the requirements of Rule 2016 of the Federal Rules of Bankruptcy Procedure.

OR

Counsel for the Debtor accepts less than the presumptive fee of \$2500 and instead accepts the amount of [INSERT] for representation of the Debtor in the LMM Program as outlined in the Court's General Order 2024-3. This disclosure shall be deemed to fulfill the requirements of Rule 2016 of the Federal Rules of Bankruptcy Procedure.

OR

Counsel for the Debtor(s) will file a separate fee application for allowance of reasonable fees and costs incurred in the representation of the Debtor(s) in the LMM Program.

Respectfully submitted,

If signed in his/her individual capacity:

[NAME OF DEBTOR]

[NAME OF DEBTOR]

If signed by Debtor's counsel:

[COUNSEL'S SIGNATURE BLOCK]

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA**

IN RE:	§	CASE NO. [INSERT]
	§	
[DEBTOR(S) NAME(S)],	§	CHAPTER [INSERT]
	§	
DEBTOR(S).	§	SECTION A

CERTIFICATION OF LMM ELIGIBILITY AND READINESS

COMES NOW the Debtor(s) in the above-captioned case pursuant to General Order 2024-3 and certifies that:

1. I/We have been given a copy of this Court’s General Order 2024-3, have read it, and understand our duties under the Loan Modification Management Program (the “LMM Program”).
2. I/We will participate in the LMM Program in good faith.
3. I/We understand and agree to the ongoing obligation to provide promptly any and all information and documentation that may be reasonably requested by the Creditor whose secured claim I/we seek to modify during the LMM Program.
4. I/We understand that commencing the LMM Program is voluntary, and that I/we are not required to enter into any agreement or settlement with any other party to the LMM Program and no other party is required to enter into any agreement or settlement as part of the LMM Program.
5. I/We understand that I/we are not required to request dismissal of this case as part of any resolution or settlement that is offered or agreed to during the LMM Program and that any proposed resolution or settlement with dismissal as a requirement will not be approved by the Court.
6. I/We understand that if I/we do not fully comply with the requirements of the LMM Program, our participation in the LMM Program may be terminated.
7. I/We have completed the Document Preparation Software and have paid the non-refundable fee (\$60) to the Document Preparation Software-approved vendor. Attached as Exhibit 1 is the Certification of Document Preparation I/we received upon completion of the Document Preparation Software. The Initial LMM Program Package has been completed and is ready for signature and submission.

EXHIBIT B

8. I/We understand and agree that within seven (7) days after entry of an Order by this Court approving our Motion To Commence LMM Program or Creditor's registration on the LMM Program Portal, whichever occurs later, I/we shall pay (on our own or through counsel) (i) the non-refundable LMM Portal submission fee (\$60) directly to the Portal vendor and (ii) one-half of the non-refundable Program Manager's fee (\$300) directly to the Program Manager.

Dated this ____ day of _____, 20__.

Printed Name

Signature

Date: _____

Printed Name

Signature

Date: _____

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

IN RE:	§	CASE NO. [INSERT]
	§	
[DEBTOR(S) NAME(S)],	§	CHAPTER [INSERT]
	§	
DEBTOR(S).	§	SECTION A

NOTICE OF SUCCESSOR CREDITOR

COMES NOW [INSERT NAME OF CREDITOR] (“Creditor”) and files this Notice of Successor Creditor pursuant to General Order 2024-3. In support, Creditor represents:

1. All capitalized terms used in this motion and not otherwise defined are defined in this Court’s General Order 2024-3.
2. On [DATE], [ECF Doc. INSERT], this Court granted the Motion To Commence LMM Program filed in this case.
3. The current Creditor is [INSERT].
4. The physical address of the Eligible Property is [INSERT].
5. The lender/servicer for this loan has changed. The name, notice address, and payment address for the Successor Creditor is: [INSERT].
6. Creditor filing this Notice has transferred the submission on the Portal to Successor Creditor.
7. Creditor has uploaded this Notice of Successor Creditor to the Portal contemporaneously with the filing of this Notice.
8. Per this Court’s General Order 2024-3, Successor Creditor is responsible for the completion of all LMM Program duties and is obligated to accept all documentation submitted by other LMM Program participants in this case submitted to former Creditor.
9. Per this Court’s General Order 2024-3, if Successor Creditor is not registered on the Portal, it is required to do so within fourteen (14) days of the filing of this Notice of Successor Creditor.

Respectfully submitted,

If signed in an individual capacity:

[NAME OF FORMER CREDITOR]

If signed by Creditor's counsel:

[COUNSEL'S SIGNATURE BLOCK]

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

IN RE:	§	CASE NO. [INSERT]
	§	
[DEBTOR(S) NAME(S)],	§	CHAPTER [INSERT]
	§	
DEBTOR(S).	§	SECTION A

NOTICE OF NON-COMPLIANCE

COMES NOW the Program Manager for the Loan Modification Management Program and files this Notice of Non-Compliance pursuant to General Order 2024-3. In support, the Program Manager represents:

1. All capitalized terms used in this motion and not otherwise defined are defined in this Court’s General Order 2024-3.
2. The current Creditor is [INSERT].
3. The physical address of the Eligible Property is [INSERT].
4. This Notice of Non-Compliance is filed because [STATE ALL GROUND SUPPORTING THE NOTICE].
5. A copy of the complete Portal history is attached as Exhibit 1 and is fully incorporated herein by reference.

Dated this ___ day of _____, 20__.

Respectfully submitted,

[PGM. MGR’S SIGNATURE BLOCK]