CODOSSIER
November 5, 2026
REF LT-20261105-79D1B4

Chapter 13 Cure, Stay, and Section 6672 Retirement for Wilmington Island Home

Prepared for counsel

FORUM **United States Bankruptcy Court, Southern District of Georgia, Savannah Division (Chapter 13)**

- Days from truck signing (March 8, 2024) to planned petition 913 ← *signing March 8, 2024; petition September 7, 2026*
- Days from truck delivery (March 11, 2024) to planned petition 910 ← *delivery March 11, 2024; petition September 7, 2026*
- Gross W-2 pay $7,400/month
- Take-home pay About $5,580/month
- Health insurance deduction $310/month
- 401(k) loan repayment $260/month; $9,140 remaining; 34 payments left
- 401(k) plan balance $41,300
- March 2026 gross deposits $27,300
- March 2026 equipment auction proceeds $19,500
- March 2026 final business expenses $6,100
- March 2026 operating receipts net (auction excluded) $1,700 ← *$27,300 deposits less $19,500 auction = $7,800; $7,800 less $6,100 expenses*
- March 2026 if liquidation proceeds count as income $21,200 ← *$1,700 operating net; $19,500 auction proceeds*
- April 2026 cash side work $1,850
- May 2026 unemployment compensation $2,480
- June through August 2026 monthly income $7,400 each
- Six-month income total (auction excluded) $28,230 ← *March $1,700; April $1,850; May $2,480; June to August 3 x $7,400 = $22,200*
- Monthly average (means-test figure used) $4,705 ← *$28,230 / 6*
- Annualized current monthly income (excludes wife's contribution) $56,460 ← *$4,705 x 12*
- Non-filing spouse gross pay $4,320/month
- Spouse contribution to household $2,900/month
- Spouse separate payments Car $445; student loan $310; card $160; plus personal spending
- Household size for plan 3 ← *Marcus; non-filing wife; 9-year-old living full-time (11-year-old lives with ex-wife)*
- Current child support $650/month
- Child support arrears $9,600
- Arrears portion assigned to Georgia DHS $2,100
- Planned plan payment on support arrears $160/month
- Ongoing mortgage payment incl. escrow $1,842/month
- Mortgage arrears $31,000
- Servicer foreclosure fees and costs inside arrears About $4,200
- Monthly arrears cure payment $517/month ← *$31,000 / 60 months; before interest and trustee fee*
- Trustee fee on ongoing mortgage (conduit assumed, unconfirmed) About $185/month
- Truck contract payment $612/month at 13.9%
- Truck balance $31,200
- Truck retail value About $19,000
- Negative equity rolled into truck contract $6,800
- Truck payment if crammed (client estimate) About $370/month
- Home working value (pre-appraisal) $315,000
- Home range (online) $312,000 to $328,000
- County assessed value 2026 $289,400
- Neighbor comparable sale, May $319,000
- First mortgage principal $286,700
- HELOC drawn balance (second position, recorded) $58,900
- Senior claim incl. arrears (strip threshold) $317,700 ← *first mortgage principal $286,700; arrears $31,000*
- Margin between working value and strip threshold $2,700 ← *$317,700 threshold less $315,000 working value*
- Proposed section 6672 trust-fund penalty $26,400
- Monthly plan payment on trust-fund penalty $440/month ← *$26,400 / 60 months*
- PI counsel counter $285,000
- PI counsel verbal expectation 'somewhere in the middle, probably low six figures'
- Medical specials About $71,000
- Health-insurance subrogation lien (unnegotiated) Roughly $46,000
- PI contingency fee rate One-third
- Georgia homestead exemption $21,500
- Georgia tools-of-trade exemption $5,000
- Georgia motor-vehicle exemption $5,000
- Georgia wildcard exemption $1,200
- Unused homestead spillover to wildcard Up to $10,000
- Section 522(d)(11)(D) bodily-injury cap (fixed) $10,000
- Combined wildcard pool $11,200 ← *wildcard $1,200; spillover $10,000*
- Wildcard left for claim after ordinary property $3,200 ← *$11,200 pool less about $8,000 ordinary non-exempt property (client estimate)*
- Total claim exemption $13,200 ← *$10,000 bodily-injury cap; $3,200 wildcard remainder*
- Ordinary non-exempt property (client estimate, assumes tools of trade holds) About $8,000
- Joint Wells Fargo account balance (commingled) $2,780
- 2025 tax refund (received April, spent) $4,660
- 2026 tax refund projection $3,900 to $4,200
- Estate share of 2026 refund (working figure) About $2,800 ← *projection $3,900 to $4,200; about 68% pre-petition, giving roughly $2,650 to $2,860*
- HVAC tools $6,500 replacement; $3,500 to $4,000 actual
- 2011 Silverado (paid off, titled to Marcus) $6,800
- Silverado excess over motor-vehicle exemption $1,800 ← *$6,800 value less $5,000 exemption*
- Firearms $1,100
- Riding mower $900
- Gross listed personal property (values as stated) $20,880 ← *cash $2,780; 2026 refund estate share $2,800; HVAC tools $6,500; Silverado $6,800; firearms $1,100; mower $900*
- Best-interest floor (liquidation) $22,100 ← *claim net after fee and lien: $110,000 assumed settlement less $36,700 fee less $46,000 lien = $27,300; less $13,200 claim exemption = $14,100 non-exempt; plus $8,000 insider repayment; settlement input is an assumption, not established*
- Best-interest floor, monthly over 60 months $368 ← *$22,100 / 60*
- Itemized monthly plan obligations (truck at $612) $4,501 ← *mortgage $1,842; trustee fee $185; arrears cure $517; truck $612; support $650; support arrears $160; trust-fund penalty $440; attorney fee $95*
- Stated monthly stack (does not reconcile to itemized total) $9,690
- Monthly income capacity (gross basis) $10,300 ← *gross $7,400; spouse contribution $2,900*
- Stated nominal headroom and cushion over floor $610 headroom; $242 cushion ← *$10,300 capacity less stated $9,690 stack = $610; $610 less $368 floor = $242*
- Monthly attorney fee through plan About $95
- Insider repayment to mother (from auction proceeds) $8,000
- Joint Chapter 7 filed, Southern District of Texas 2022-12-19 · PAST
- Chapter 7 discharge entered 2023-03-28 · PAST
- Truck RISC executed 2024-03-08 · PAST
- Move to Georgia / first night in the house 2024-06-11 · PAST
- Georgia driver's license issued 2024-07-02 · PAST
- Servicer's stay-relief motion in prior Chapter 13 2025-09-22 · PAST
- Slip-and-fall injury at Pooler warehouse 2025-10-06 · PAST
- Voluntary dismissal order, prior Chapter 13 2025-10-14 · PAST
- PI suit filed in State Court of Chatham County 2026-03-03 · PAST
- Truck delivered 2026-03-11 · PAST
- Wilmington Island rental lease signed 2026-06-03 · PAST
- Truck cramdown 910 risc 2026-09-03 · PAST
- Truck cramdown 910 risc 2026-09-04 · PAST
- Foreclosure sale of the house (as stated at t19) 2026-09-07 · PAST
- Planned Chapter 13 petition filing (order for relief) 2026-09-07 · PAST
- Plan filing rule 3015 (Chapter 13 plan due within 14 days of the petition unless the court extends) 2026-09-21 · PAST
- Stay extension 362C3 30 days from this petition (Counted from THIS petition's filing date, never from the prior dismissal: one prior case dismissed within a year, so the stay as to the debtor ends on day 30 unless extended by order after notice and hearing before then) 2026-10-07 · PAST
- First plan payment 1326A1 (First plan payment due within 30 days of the petition (or of the plan, if filed earlier); non-payment is a §1307(c)(4) dismissal ground) 2026-10-07 · PAST
- Automatic dismissal 521I (Automatic dismissal on day 46 when the §521(a)(1) documents are not filed within 45 days of the petition (extension motion inside the 45)) 2026-10-22 · PAST
- Claims bar date 3002C 70 days from this petition (Counted from THIS petition's filing date (the order for relief): non-governmental proofs of claim due 70 days after it; governmental units 180 days) 2026-11-16 · OPEN · 11 days
- Discharge bar 1328F1 4 years from the prior CHAPTER7 filing 2026-12-18 · OPEN · 43 days
- Second case filed for discharge 2026-12-19 · OPEN · 44 days
- Discharge bar 1328F1 4 years from the prior CHAPTER7 filing (Counted from the PRIOR Chapter 7 case's filing date, never its discharge and never this petition: no Chapter 13 discharge when that prior case was filed within the four years before this petition) 2026-12-19 · OPEN · 44 days
- Truck cramdown 910 delivery (The same 910-day period counted from delivery of the vehicle — the alternative anchor a court may apply) 2028-09-06 · LATER · 671 days
- Commitment period 1325B4 (In Chapter 13, above-median current monthly income fixes the applicable commitment period at five years under §1325(b)(4) and settles nothing else; the presumption of abuse plays no part in Chapter 13 confirmation) 2031-09-07 · LATER · 1767 days

> *This matter resolves whether a Chapter 13 case can stop the foreclosure sale of the Wilmington Island home through the automatic stay, cure the mortgage arrears while maintaining the ongoing payment, strip the HELOC lien if the appraisal supports it, cram down the truck lien.*

THE BOTTOM LINE

The chapter answer is Chapter 13: it is the only vehicle in this matter that cures the $31,000 arrears, supports a truck reduction and funds the $26,400 penalty under stay, with no discharge in this case because of the December 19, 2022 filing [signed law L13]. Whether it was fileable on the timeline cannot be answered from the record, because the planned Monday, September 7 petition and the September 8 sale are both past on today's calendar and no petition or sale status is established. If the sale ran first, the §1322(c)(1) cure right is gone; if a petition posted, day thirty ran on October 7 and whether an extension order was entered is unknown [signed law L05]. The earliest open date on the clock is the November 16, 2026 claims window (claims_bar_date_3002c_70_days_from_this_petition), which exists only if a September 7 petition was filed. The blockers are: the petition and sale status; the stay-extension ruling; whether the truck is anchored at the March 8, 2024 signing (outside 910 days under [signed law L03]) or the March 11 delivery (day 910 under [signed law L10]), with no authority in the record; the appraisal against the $317,700 threshold, where the strip is permanent on completion under Scantling [signed law L02] but a $2,700 margin is thin; the unset settlement value behind the $22,100 floor; the $5,000 versus $1,500 tools cap; and whether this division requires conduit. Start with the docket and the sale status, then the stay, plan and first-payment checks, and keep the second case aimed at December 19, 2026 or later [signed law L13].

WHAT WAS ASKED — WHAT THIS PLAN ANSWERS

Is this fileable on that timeline, and under which chapter?
Chapter 13 is the chapter, because it alone can cure the $31,000 arrears while the $1,842 payment is maintained. Whether the timeline was fileable cannot be confirmed from the record: the Labor Day Monday, September 7 electronic filing was workable ahead of the September 8 sale, but both dates are now past, and no docket entry or sale report shows whether a petition posted or the sale ran. If a petition was filed, the stay needed an extension order before day thirty [signed law L05]. If the sale ran first, the cure right ended.

I can't tell yet whether this division forces conduit for a delinquent debtor.
The record does not settle it. Whether conduit is required for a delinquent debtor in this division, and the actual trustee fee, depends on the trustee's office, local practice and the confirmed plan form. Until that is answered, the assumed $185 a month is only a placeholder, the first plan payment due within 30 days of the petition [signed law L19] is sized on it, and the budget should be tested both with and without it.

PRESCRIPTIONS — WHAT TO DO, IN ORDER

01 **Pull the docket and the sale status today to learn which situation you are in.** Read CM/ECF for any Chapter 13 petition for Marcus on or around Monday, September 7, and get foreclosure counsel's written status on the September 8 sale. This leads because a completed sale ends the §1322(c)(1) cure right and cannot be undone, and everything else depends on it. Branches: (a) if no petition exists and no sale ran, file the full package at once, since filing is the duty and not a timing choice, with written notice to the servicer and foreclosure counsel the moment it posts; ask whether the one-year §362(c)(3) window measured from the October 14, 2025 dismissal still applies to a filing made now; (b) if a petition is on file, go to the stay and dismissal checks; (c) if the sale was conducted before any petition, the cure purpose of this case is gone and the matter must be re-scoped before any further filing [signed law L05].

02 **If a petition is on file, check the stay, the 45-day package, the plan and the first payment.** Read the docket for whether the §362(c)(3)(B) extension motion was filed, heard and ruled on before day thirty (October 7 on a September 7 petition) [signed law L05]; if no order issued, the stay ended as to Marcus personally while estate property stays covered on the majority view [signed law L06], and the house is estate property only if Marcus held title, which is unconfirmed. Confirm the §521(a)(1) documents were filed inside 45 days [signed law L15], the plan was filed within 14 days [signed law L04] and the first plan payment was made within 30 days [signed law L19]. These hazards harden with time: each missed deadline is a dismissal ground, so fix them before anything that merely gathers documents.

03 **Use the November 16, 2026 claims window to test the servicer's claim and obtain the guaranty balances.** The position is claims_bar_date_3002c_70_days_from_this_petition: on a September 7 petition non-governmental claims are due by November 16, 2026 [signed law L07], and the IRS has 180 days. Pull the claims register, obtain the servicer's itemization of the $31,000 and the roughly $4,200 fees and the full transaction history, and get the equipment lease and SBA balances. Before attacking fees, remember that lowering the senior claim narrows the $2,700 HELOC strip margin. Conduit and the $185 fee stay a question for the trustee's office.

04 **Get the appraisal in hand and decide the HELOC strip only on its number.** If the petition-date appraisal is below $317,700, file the §506/Rule 3012 request before confirmation, served on the HELOC lienholder, and tie avoidance to plan completion [signed law L02]; if it is at or above that figure, amend the plan before confirmation to leave the HELOC in place. Ask chambers and the trustee's office whether plan-level avoidance is enough or a separate valuation motion is also required, and whether a checked lien-avoidance box with valuation pending is acceptable when the strip is not pleaded before the appraisal.

05 **Resolve the truck acquisition date before relying on the cramdown.** Pull the retail installment contract, T-7 and the 'we owe' slip, and research Eleventh Circuit and Southern District of Georgia authority on whether acquisition is signing (March 8, 2024) or delivery (March 11). Signed law counts from the contract [signed law L03] and names delivery as the alternative anchor [signed law L10]. Ask whether the actual petition date, if later than the planned Monday, September 7, puts both anchors outside 910 days. If the hanging paragraph applies, size the plan at $612 and the full $31,200 and test whether the cushion survives. Get GMAC's written no-repossession confirmation, and research the district's Till rate before using the $370 estimate.

06 **Rebuild the plan budget on net income and settle the floor.** Replace the gross-based $10,300 capacity with Schedule I and J built from about $5,580 take-home, reconcile the stated $9,690 with the itemized $4,501, and establish household expenses. Obtain PI counsel's and the carrier's current position to set a settlement value, the subrogation lien's negotiated amount and any made-whole limit, because the $22,100 floor moves with them. Reconcile the ordinary non-exempt estimate of about $8,000 to the $20,880 gross list, and resolve the tools cap ($5,000 against $1,500) before filing Schedule C. Confirm conduit with the trustee's office before sizing the first payment.

07 **Confirm PI counsel knows, the §327(e) application is filed, and the claim is scheduled.** Verify from the docket and PI counsel that the injury claim is on Schedule A/B and the SOFA, that PI counsel has been told of the bankruptcy before the warehouse defendant, and that the §327(e) application is filed. If any piece is missing, cure it now by amendment, since amendment as of right runs until closing. This is a duty to do now, not a strategic choice.

08 **Disclose the $8,000 and the father's contingency in writing.** Confirm the $8,000 is on SOFA question 7 and in the floor, and get the exact transfer date, funding trail and any other insider transfers from bank records. Give Marcus written advice that an inheritance within 180 days is estate property under §541(a)(5), that Rule 1007(h) requires a supplemental schedule within 14 days of learning of it, and covering the strip risk and no-discharge consequences. If that advice was meant to go out before the planned Monday filing and did not, send it now.

09 **Confirm the §6672 figure and read the decree.** Get the IRS notices showing whether the $26,400 is proposed or assessed and whether it is trust-fund or employer share; if the figure changes, $440 a month no longer pays the priority claim in full. Reread the decree for whether the first-marriage card is support or property settlement, because a support label makes it a domestic support obligation payable in full, and get Georgia DHS's claimed amount on the $2,100 assigned arrears.

10 **Calendar the second case and decide the no-discharge posture.** Under discharge_bar_1328f1_4_years_from_the_prior_chapter7_filing, no Chapter 13 discharge is available before December 19, 2026 (practice target December 18, 2026) [signed law L13] [signed law L14]; any case filed earlier, including this one, yields none. Decide whether a second case is intended, document the purpose and timeline in this plan's narrative, and keep completion of this plan the priority, since dismissal before completion would reinstate a stripped HELOC lien.

DATES & POSITIONS

Periods marked ᵃ rest on no signed rule in this knowledge base — confirm them before relying on them.

POSITION	LAST DAY	ACT BY	BASIS
Truck cramdown 910 risc	2026-09-04	2026-09-03	Purchase-money security interest in a motor vehicle acquired for personal use within the 910 days preceding the petition: no §506 cramdown — counted from the retail installment contract
Discharge bar 1328F1 4 years from the prior CHAPTER7 filing	2026-12-19	2026-12-18	Counted from the PRIOR Chapter 7 case's filing date, never its discharge and never this petition: no Chapter 13 discharge when that prior case was filed within the four years before this petition
Heloc lien strip 506(a) ᵃ	–	–	A wholly unsecured junior lien is treated as unsecured; in the Eleventh Circuit a Chapter 20 debtor ineligible for discharge may strip it, and the strip's permanence does not depend on discharge
Truck cramdown 910 delivery ᵃ	–	–	The same 910-day period counted from delivery of the vehicle – the alternative anchor a court may apply
Plan filing rule 3015 ᵃ	–	–	Chapter 13 plan due within 14 days of the petition unless the court extends
Stay extension 362C3 30 days from this petition ᵃ	–	–	Counted from THIS petition's filing date, never from the prior dismissal: one prior case dismissed within a year, so the stay as to the debtor ends on day 30 unless extended by order after notice and hearing before then
Claims bar date 3002C 70 days from this petition ᵃ	–	–	Counted from THIS petition's filing date (the order for relief): non-governmental proofs of claim due 70 days after it; governmental units 180 days
Commitment period 1325B4 ᵃ	–	–	In Chapter 13, above-median current monthly income fixes the applicable commitment period at five years under §1325(b)(4) and settles nothing else; the presumption of abuse plays no part in Chapter 13 confirmation
Nondischargeability complaint 4007C 60 days from 341 meeting ᵃ	–	–	A §523(c) complaint is due 60 days after the first date set for the §341 meeting
Meeting of creditors 341 ᵃ	–	–	Meeting of creditors set between 21 and 50 days after the order for relief
Automatic dismissal 521I ᵃ	–	–	Automatic dismissal on day 46 when the §521(a)(1) documents are not filed within 45 days of the petition (extension motion inside the 45)
Preference insider reachback 547(b) 1 year from the transfer ᵃ	–	–	Counted from the transfer to the insider: avoidable if within one year before the petition; the §547(f) insolvency presumption covers only the 90 days before the petition, so for an earlier transfer the trustee must prove insolvency
Codebtor stay 1301 ᵃ	–	–	Co-debtor stay on consumer debts for the plan's duration; a co-signed consumer claim may be separately classified under §1322(b)(1)
First plan payment 1326A1 ᵃ	–	–	First plan payment due within 30 days of the petition (or of the plan, if filed earlier); non-payment is a §1307(c)(4) dismissal ground

SIGNED LAW ON THIS FILE — the rules this analysis is bound by

Heloc lien strip 506a 11 U.S.C. §506(a), §1322(b)(2); In re Scantling, 754 F.3d 1323 (11th Cir. 2014) · FEDERAL
A wholly unsecured junior lien is treated as unsecured; in the Eleventh Circuit a Chapter 20 debtor ineligible for discharge may strip it, and the strip's permanence does not depend on discharge

Scantling lien-strip permanence in a no-discharge Chapter 13 In re Scantling, 754 F.3d 1323 (11th Cir. 2014); 11 U.S.C. §506(a), §1322(b)(2) · FEDERAL
Scantling lien-strip permanence in a no-discharge Chapter 13 – signed with heloc_lien_strip_506a: A wholly unsecured junior lien is treated as unsecured; in the Eleventh Circuit a Chapter 20 debtor ineligible for discharge may strip it, and the strip's permanence does not depend on discharge

Truck cramdown 910 risc 11 U.S.C. §1325(a) hanging paragraph · FEDERAL
Purchase-money security interest in a motor vehicle acquired for personal use within the 910 days preceding the petition: no §506 cramdown – counted from the retail installment contract

Plan filing rule 3015 Fed. R. Bankr. P. 3015(b) · FEDERAL
Chapter 13 plan due within 14 days of the petition unless the court extends

Stay extension 362c3 30 days from this petition 11 U.S.C. §362(c)(3)(B) · FEDERAL
Counted from THIS petition's filing date, never from the prior dismissal: one prior case dismissed within a year, so the stay as to the debtor ends on day 30 unless extended by order after notice and hearing before then

§362(c)(3) termination reaches the debtor and the debtor's property, not property of the estate (majority view) 11 U.S.C. §362(c)(3)(A); majority view (e.g. In re Jumpp, 356 B.R. 789 (B.A.P. 1st Cir. 2006) is the contrary minority) · FEDERAL
§362(c)(3) termination reaches the debtor and the debtor's property, not property of the estate (majority view) – signed with stay_extension_362c3_30_days_from_this_petition: Counted from THIS petition's filing date, never from the prior dismissal: one prior case dismissed within a year, so the stay as to the debtor ends on day 30 unless extended by order after notice and hearing before then

Claims bar date 3002c 70 days from this petition Fed. R. Bankr. P. 3002(c) · FEDERAL
Counted from THIS petition's filing date (the order for relief): non-governmental proofs of claim due 70 days after it; governmental units 180 days

Commitment period 1325b4 11 U.S.C. §1325(b)(4) · FEDERAL
In Chapter 13, above-median current monthly income fixes the applicable commitment period at five years under §1325(b)(4) and settles nothing else; the presumption of abuse plays no part in Chapter 13 confirmation

Above-median status in Chapter 13 fixes the five-year commitment period only; the presumption of abuse plays no part in Chapter 13 confirmation 11 U.S.C. §1325(b)(4) · FEDERAL
Above-median status in Chapter 13 fixes the five-year commitment period only; the presumption of abuse plays no part in Chapter 13 confirmation – signed with commitment_period_1325b4: In Chapter 13, above-median current monthly income fixes the applicable commitment period at five years under §1325(b)(4) and settles nothing else; the presumption of abuse plays no part in Chapter 13 confirmation

Truck cramdown 910 delivery 11 U.S.C. §1325(a) hanging paragraph · FEDERAL
The same 910-day period counted from delivery of the vehicle – the alternative anchor a court may apply

Nondischargeability complaint 4007c 60 days from 341 meeting Fed. R. Bankr. P. 4007(c) · FEDERAL
A §523(c) complaint is due 60 days after the first date set for the §341 meeting

Meeting of creditors 341 11 U.S.C. §341(a); Fed. R. Bankr. P. 2003(a) · FEDERAL
Meeting of creditors set between 21 and 50 days after the order for relief

Discharge bar 1328f1 4 years from the prior chapter7 filing 11 U.S.C. §1328(f)(1) · FEDERAL
Counted from the PRIOR Chapter 7 case's filing date, never its discharge and never this petition: no Chapter 13 discharge when that prior case was filed within the four years before this petition

§1328(f) bars the §1328(b) hardship discharge as well – a debtor inside the four-year window gets no Chapter 13 discharge of either kind 11 U.S.C. §1328(f), §1328(b) · FEDERAL
§1328(f) bars the §1328(b) hardship discharge as well – a debtor inside the four-year window gets no Chapter 13 discharge of either kind – signed with discharge_bar_1328f1_4_years_from_the_prior_chapter7_filing: Counted from the PRIOR Chapter 7 case's filing date, never its discharge and never this petition: no Chapter 13 discharge when that prior case was filed within the four years before this petition

Automatic dismissal 521i 11 U.S.C. §521(i)(1) · FEDERAL
Automatic dismissal on day 46 when the §521(a)(1) documents are not filed within 45 days of the petition (extension motion inside the 45)

Preference insider reachback 547b 1 year from the transfer 11 U.S.C. §547(b)(4)(B), §547(f) · FEDERAL
Counted from the transfer to the insider: avoidable if within one year before the petition; the §547(f) insolvency presumption covers only the 90 days before the petition, so for an earlier transfer the trustee must prove insolvency

§547(f) presumption of insolvency covers only the 90 days before the petition; outside it the trustee proves insolvency 11 U.S.C. §547(f), §547(b)(3) · FEDERAL
§547(f) presumption of insolvency covers only the 90 days before the petition; outside it the trustee proves insolvency – signed with preference_insider_reachback_547b_1_year_from_the_transfer: Counted from the transfer to the insider: avoidable if within one year before the petition; the §547(f) insolvency presumption covers only the 90 days before the petition, so for an earlier transfer the trustee must prove insolvency

Codebtor stay 1301 11 U.S.C. §1301(a); §1322(b)(1) · FEDERAL
Co-debtor stay on consumer debts for the plan's duration; a co-signed consumer claim may be separately classified under §1322(b)(1)

First plan payment 1326a1 11 U.S.C. §1326(a)(1) · FEDERAL
First plan payment due within 30 days of the petition (or of the plan, if filed earlier); non-payment is a §1307(c)(4) dismissal ground

BUCKET 1 OF 3

Estate assets, disclosure, exemptions, and liquidation floor

ESTATE EXPOSURE — floor swings

> The injury claim, the $8,000 paid to the mother, the non-exempt property and the exemption pool ($13,200 total claim exemption) together set a working liquidation floor of $22,100 that swings with settlement value and the tools cap.

Related – Bucket 2 (Plan feasibility: secured claims, income, and personal debts): the $368/month floor is measured against plan cushion and feasibility
Related – Bucket 1 (Estate assets, disclosure, exemptions, and liquidation floor): filing and notice timing; disclosure should be on the record before the defendant finds the petition
Related – Bucket 2 (Plan feasibility: secured claims, income, and personal debts): the 401(k) loan repayment's treatment in disposable income under §1322(f)

PROPOSITION 1.1 Slip-and-fall claim is estate property

ESTATE PROPERTY — schedule, employ, exempt

The October 6, 2025 injury claim, suit filed March 3, 2026, is estate property that must be scheduled at PI counsel's range with PI counsel employed under §327(e), and the father's hospice adds a 180-day inheritance exposure.

HOW TO WIN
- + Because the claim accrued and was sued on before any petition, it is estate property under 11 U.S.C. §541(a)(1) and goes on Schedule A/B at PI counsel's range and on the SOFA with the petition. ᵃ
- + Under 11 U.S.C. §327(e) the court may approve employing PI counsel for the specific injury case if the estate's interest is served and no adverse interest exists. ᵃ

BLIND SPOTS
- – Marcus retained a lawyer and sued, so cannot say the claim was never treated as legal; judicial estoppel under Slater v. United States Steel Corp., 871 F.3d 1174 (11th Cir. 2017) (en banc) turns on intent, which scheduling with the petition removes. ᵃ
- – If the father dies within 180 days after the petition, the inheritance is estate property under §541(a)(5)(A), and Rule 1007(h) requires a supplemental schedule within 14 days of learning of the entitlement, even after closing. ᵃ
- – The 180-day limit does not end exposure in this case. ᵃ
- – A claim left off the sworn schedules invites a judicial-estoppel defense from the warehouse defendant that grows with the recovery; scheduling with the petition and telling PI counsel first is the protection. ᵃ
- – If the father dies within 180 days and nobody updates the papers, nothing flags it, because the creditors' meeting is already behind the case; later discovery could look like hiding property.

PROPOSITION 1.2 Insider repayment to mother potentially recoverable

INSIDER PREFERENCE — price it, don't sue

The $8,000 paid to the mother from the equipment auction is an insider transfer inside the one-year reach-back if made this spring, the trustee must prove every element, and the plan prices it into the floor rather than suing the mother.

HOW TO WIN
- + Because failure of any single element defeats avoidance and the trustee must prove each one, the $8,000 can be cleared by defeating any one element and does not require clearing the liquidation-comparison point.

BLIND SPOTS
- – The $8,000 repaid this spring falls inside the one-year insider reach-back [signed law L16]; outside the final 90 days the trustee must prove insolvency [signed law L17], and the transfer goes on SOFA question 7 with the petition. ᵃ
- – The hypothetical Chapter 7 under §1325(a)(4) counts recoveries a trustee could get by avoiding transfers, so the $8,000 sits in the liquidation floor unless a §547(b) element fails [signed law L03]. ᵃ
- – The trustee will want proof the mother was an insider on the payment date and, for months outside the final 90 days, proof of insolvency; gather asset values and bank records now.

PROPOSITION 1.3 Tools exemption capped at fixed amount

TOOLS CAP DISPUTE — floor swings

Georgia's $11,200 wildcard pool and $13,200 total claim exemption leave about $8,000 of ordinary non-exempt property and $3,200 for the claim, but the tools-of-trade cap is contested between a $5,000 working figure and a $1,500 cap, which moves the floor.

HOW TO WIN
- + Add the value of every tool in the category and compare the total to the current cap; only the excess drops to the wildcard, and the numbers must reconcile to the $20,880 gross listed property.
- + Proof that Marcus works as an HVAC technician does not alone show each tool is needed in a W-2 job; pair pay records and license with a list tying each tool to the work.
- + The wildcard can cover Marcus's interest in the $2,780 joint account without tracing to a protected source; tracing goes only to how much of the account is his rather than the wife's.
- + Value the Silverado at replacement cost at filing less what is owed, not a trade-in figure; measured against the $5,000 limit that is what produces the $1,800 excess on a $6,800 truck.
- + Do not list the $41,300 401(k) as exempt, since a workplace plan is outside the estate; keep plan papers and the latest statement ready for the trustee.

BLIND SPOTS
- – At a $1,500 cap, the excess on $3,500 to $4,000 of tools is about $2,000 to $2,500 rather than $4,000, and the wildcard can cover it within its one pool; at the $5,000 figure the overflow question changes, so the floor and cushion depend on which cap is right. ᵗ
- – Pay and licensing prove the trade but not that each tool is necessary, and as a W-2 employee Marcus's tools claim may rest on that weaker showing.
- – The trustee may price the Silverado at retail replacement and object that the $1,800 above the $5,000 limit is unprotected, which feeds the liquidation floor.
- – The trustee will ask for 401(k) plan papers to confirm an ordinary workplace plan and will look for sudden jumps in contributions.

BUCKET 2 OF 3

Plan feasibility: secured claims, income, and personal debts

THIN CUSHION — numbers don't reconcile

> The plan has to cure $31,000 of arrears at $517 a month, hold the $1,842 payment, reduce the truck toward about $19,000, retire the $26,400 penalty at $440 a month and pay the HELOC question, all against itemized obligations of $4,501 that do not reconcile to the stated $9,690.

Related – Bucket 3 (Stopping the sale: stay, timing, and no-discharge posture): the $368/month liquidation floor and the tools-of-trade risk that would raise it and remove the cushion (counsel's second decline trigger)
Related – Bucket 1 (Estate assets, disclosure, exemptions, and liquidation floor): stay and no-discharge posture, and the good-faith narrative for the plan
Related – Bucket 3 (Stopping the sale: stay, timing, and no-discharge posture): the 401(k) is outside the estate; the debtor's mother and the preference

PROPOSITION 2.1 HELOC strip permanent upon plan completion

$2,700 MARGIN — appraisal decides strip

The HELOC strip works only if the petition-date value stays below the $317,700 senior claim; the $315,000 working value leaves a $2,700 margin and the appraisal is pending, while in this Circuit a completed plan makes the strip permanent without a discharge.

HOW TO WIN
- + The HELOC is strippable only if the petition-date value falls below the $317,700 senior claim ($286,700 plus $31,000), so the appraisal, not the $315,000 working number, decides it [signed law L01]. ᵃ
- + Under In re Scantling, 754 F.3d 1323 (11th Cir. 2014), permanence turns on completing the confirmed plan, not on a discharge, so the valuation order and plan should tie avoidance to plan completion [signed law L02]. ᵃ
- + Section 1322(b)(2) bars modifying the HELOC if any part is secured under §506(a); it loses that protection only when the senior claim exceeds the house's value (Nobelman v [signed law L01]. American Savings Bank, 508 U.S. 324 (1993)). ᵃ

BLIND SPOTS
- – Successfully attacking the roughly $4,200 of foreclosure fees lowers the senior claim and a reduction of that size exceeds the $2,700 margin, so winning the fee fight can cost the strip. ᵃ
- – Dismissal before plan completion reinstates a lien voided under §506(d) unless the court orders otherwise for cause (11 U.S.C. §349(b)(1)(C)), so a late-term payment default puts the strip at risk. ᵃ

PROPOSITION 2.2 Whether truck cramdown depends on 910-day window

910-DAY LINE — signing versus delivery

Reducing the truck to about $19,000 turns on which date anchors the 910-day count: 913 days from the March 8, 2024 signing, exactly 910 days from the March 11 delivery, with no controlling authority in the record.

HOW TO WIN
- + Counted from the March 8, 2024 retail installment contract, the planned Monday, September 7 petition falls outside the 910 days, so cramdown of GMAC to about $19,000 is open [signed law L03]. ᵃ
- + Pull the original contract and the amount-financed breakdown to see how much of the $31,200 paid for the truck and how much is the $6,800 of old debt.
- + Check the contract breakdown to confirm the $31,200 balance traces to the truck's price before relying on the lender's purchase-money label.

BLIND SPOTS
- – Section 506 does not apply to a purchase-money lien on a personal-use vehicle acquired within the 910 days before the petition (11 U.S.C. §1325(a), unnumbered paragraph after §1325(a)(9)), so the acquisition record must go in with the case [signed law L03]. ᵃ
- – If the truck is inside the window, the full $31,200 including the rolled-in $6,800 must be paid to keep it (Graupner v. Nuvell Credit Corp., 537 F.3d 1295 (11th Cir. 2008)), and the negative equity cannot be split off. ᵃ
- – A crammed-down claim earns the national prime rate plus a risk adjustment (Till v. SCS Credit Corp., 541 U.S. 465 (2004)) in place of the 13.9% contract rate; the client's estimate of about $370 a month has no rate behind it. ᵃ
- – GMAC can argue the truck was acquired at the March 11 delivery, which for a Monday, September 7 petition is day 910 and bars cramdown [signed law L10]; counsel's first decline trigger sat on exactly this point. ᵃ
- – No Eleventh Circuit or Southern District of Georgia authority in the record fixes whether the truck was acquired at signing or delivery, so research must close this before the cramdown is relied on. ᵃ
- – GMAC holds the loan breakdown and may argue from the paperwork heading; unless the amount-financed breakdown is on the record, the court may accept the purchase-money label and block the lower payment.
- – A court applying Eleventh Circuit law keeps the whole claim protected if the 910-day condition is met and values the whole claim under §506 if it is not, with no split of the negative equity.

PROPOSITION 2.3 Five-year commitment period applies above median

Because your income is above the median for a household of three, the plan runs five years, sixty months, unless it pays unsecured creditors in full sooner. This holds even if projected disposable income is zero.

HOW TO WIN
- + Above-median current monthly income fixes an applicable commitment period of five years under §1325(b)(4), and the presumption of abuse plays no part in Chapter 13 confirmation [L09].
- + Current monthly income counts regular contributions by others to household expenses (11 U.S.C. §101(10A)), so the wife's about $2,900 monthly contribution enters the six-month figure. ᵃ
- + The household count on the form looks settled, but the three ways of counting could give different answers for your three-person home.
- + Record in the worksheet which counting method produced your household number, and make sure that same number appears on the median line.
- + This challenge ends in one of two ways: the trustee or U.S. Trustee files a withdrawal of its objection, or the court rules on it at a hearing.

BLIND SPOTS
- – The trustee will recheck household size from the filing and compare it with the expense amounts you claim.
- – The petition date fixes the six-month look-back, but a miscounted month or figure can be corrected by amendment before closing, and projected figures should be revisited. ᵃ
- – The label 'current monthly income' can make the March-through-August average look like your present pay. This hides the steady $7,400 paycheck since June. Explain the difference clearly so the average is not read as your current earnings.
- – If the exclusion fails, the wife's pay raises current monthly income, which bears on the above-median determination, the commitment period and projected disposable income.
- – The U.S. Trustee will object to the unbacked exclusion and ask the court to disallow it as claimed.

BUCKET 3 OF 3

Stopping the sale: stay, timing, and no-discharge posture

STAY OR SALE — docket decides

> The planned Monday, September 7 petition ahead of the September 8 sale is already past on today's calendar, so the docket and the sale status must be read before anything else is assumed about the stay, the cure right or the discharge bar.

Related – Bucket 2 (Plan feasibility: secured claims, income, and personal debts): cure, cramdown and §6672 funding that the stay protects; conduit question sits there
Related – Bucket 3 (Stopping the sale: stay, timing, and no-discharge posture): injury-claim disclosure, which must be on the record when the petition posts
Related – Bucket 3 (Stopping the sale: stay, timing, and no-discharge posture): the 2022 Texas discharge also bears on the Georgia exemption look-back

PROPOSITION 3.1 Plan and petition good faith

GOOD FAITH — no-discharge case scrutiny

A no-discharge Chapter 13 filed for cure, cramdown, stay and the $26,400 penalty invites a separate petition good-faith finding, and a second case after December 19, 2026 is the only discharge route.

HOW TO WIN
- + The petition-good-faith record rests on three facts: the prior Chapter 13, its dismissal after the servicer's stay-relief motion, and a petition filed the day before the sale; the plan narrative should state the case's purpose (cure, truck cramdown, stay, penalty retirement) and its timeline. ᵃ
- + Ask for an express finding on plan good faith and on petition good faith in the confirmation order. ᵃ
- + The plan should say plainly that no discharge is available: the December 19, 2022 Chapter 7 filing bars a Chapter 13 discharge [signed law L13], and the bar reaches a hardship discharge too [signed law L14].

BLIND SPOTS
- – Petition good faith under §1325(a)(7) is a separate confirmation requirement from plan good faith under §1325(a)(3), so correcting plan numbers does not answer why a petition was filed the day before a sale [signed law L03]. ᵃ
- – A case filed to produce a discharge must be filed only after December 19, 2026 (practice target December 18, 2026) [signed law L13]; any earlier filing yields no discharge. ᵃ
- – A numerically compliant plan can still fail §1325(a)(7) because the prior case, its dismissal after the stay-relief motion and the day-before-sale petition look like delay; a record of plan math alone does not answer that [signed law L03]. ᵃ

PROPOSITION 3.2 Confirming no sale or repossession has occurred

WHAT ALREADY HAPPENED — verify record

A petition cannot undo a sale or repossession that already happened, and a sale after the petition is void, so the actual sale, truck and notice record must be read from documents rather than memory.

HOW TO WIN
- + In this Circuit a foreclosure sale after the petition is void whether or not the servicer had notice (Borg-Warner Acceptance Corp. v. Hall, 685 F.2d 1306 (11th Cir. 1982)), but written notice to the servicer and foreclosure counsel at posting still removes any dispute. ᵃ
- + Notice to the servicer and foreclosure counsel should have been on the record before the September 8 sale; check whether it was sent.
- + Get written confirmation from GMAC that the truck has not been repossessed, because the cramdown plan presumes Marcus still holds it under the March 8, 2024 contract. ᵃ

BLIND SPOTS
- – A foreclosure sale conducted before the petition cannot be undone by filing, so confirm from the record that no sale, repossession or garnishment preceded the petition. ᵃ
- – Relying on the court's automatic mailing leaves a blind spot: if the servicer's loan desk says it never heard, nothing proves otherwise, and the state injury court may act without knowing of the bankruptcy.

PROPOSITION 3.3 Thirty-day stay limit after prior dismissal

DAY-THIRTY CLOCK — likely already run

With one Chapter 13 dismissed October 14, 2025, the stay ends as to Marcus on day thirty unless extended; on a Monday, September 7 petition that day was October 7, so whether an extension order was entered is the question to answer from the docket.

HOW TO WIN
- + The extension motion was meant to be filed with the petition and heard before day thirty [signed law L05]; today the task is to read the docket for whether it was filed, heard and ruled on, since the outcome is not in the record. ᵃ
- + Missing §521(a)(1) documents dismiss the case automatically on day 46, with any extension motion made inside the 45 days [signed law L15]; the 14-day mark governs only filing the plan [signed law L04]. ᵃ
- + Post-petition wages and, if Marcus held an interest at filing, the house are estate property, which on the majority view stays protected past day thirty [signed law L06]; the record title holder is not yet confirmed. ᵃ
- + If the servicer argues its pending September 22, 2025 motion extended the refiling bar, the answer is the dates: the 180-day bar ran from October 14, 2025 and ended April 12, 2026.

BLIND SPOTS
- – Calling the October 14, 2025 dismissal voluntary does not change the clock: one earlier case dismissed within the year ends the stay as to the debtor on day thirty whatever the label; the voluntary dismissal after the September 22, 2025 stay-relief motion matters to the bad-faith presumption instead.
- – Absent an extension order entered after a hearing completed before day thirty, the stay ended as to Marcus on day thirty [signed law L05]; the exposure falls on Marcus's own property while estate property stays covered on the majority view [signed law L06]. ᵃ
- – A 'no stay arose' argument fails: the stay holds through day thirty as to the debtor [signed law L05], and a sale after the petition is void in this Circuit (Borg-Warner Acceptance Corp. v. Hall, 685 F.2d 1306 (11th Cir. 1982)). ᵃ

ᵃ rests on law no one has signed in this knowledge base – confirm the authority before relying on it. ᵗ the record before this analysis does not itself establish this.

OPEN QUESTIONS — WHAT DECIDES THIS MATTER AND WHO CAN ANSWER IT

WHAT DECIDES THIS MATTER

- ? What are the balances of the guaranteed equipment lease and SBA loan, and has the IRS assessment status of the §6672 penalty been confirmed? · *blocks part of this analysis*
- ? Does the confirmation order or ruling recite findings on petition good faith separately from the plan's repayment intent? · *blocks part of this analysis*
- ? Which specific documents go in with the petition, and which parts of the plan depend on open facts? · *blocks part of this analysis*
- ? Does Savannah require plan-level treatment, a separate §506 motion, or both for lien avoidance? · *blocks part of this analysis*
- ? Does the decree label the credit card obligation as support or as a property settlement? · *blocks part of this analysis*
- ? Is the October 14, 2025 dismissal order still open to reconsideration or under appeal? · *blocks part of this analysis*
- ? Does the confirmed plan state that the strip is effective on completion? · *blocks part of this analysis*
- ? Would the mother have received less in a Chapter 7 distribution? · *blocks part of this analysis*
- ? What is the current applicable median for a household of three? · *blocks part of this analysis*
- ? Which payments were remitted under the original classification? · *blocks part of this analysis*
- ? Which view does the Eleventh Circuit or this court follow? · *blocks part of this analysis*
- ? Were later amendments rechecked against all §1325 prongs? · *blocks part of this analysis*
- ? Does the division force conduit for a delinquent debtor? · *blocks part of this analysis*
- ? Does transaction-level proof of non-contribution exist? · *blocks part of this analysis*
- ? What are the equipment-lease and SBA guaranty balances? · *blocks part of this analysis*
- ? Has the Wilmington Island sale already been conducted? · *blocks part of this analysis*
- ? Will the unemployment month be allowed as income? · *blocks part of this analysis*
- ? Is the $41,300 an ERISA-qualified plan or an IRA? · *blocks part of this analysis*
- ? Has anyone actually raised an amount objection? · *blocks part of this analysis*
- ? Which counting method does this court accept? · *blocks part of this analysis*
- ? Were the add-on charges itemized and noticed? · *blocks part of this analysis*
- ? Is the $31,000 arrears figure accurate? · *blocks part of this analysis*
- ? Does the appraisal fall below $317,700? · *blocks part of this analysis*
- ? Are the servicer's arrears and fees accurate?

QUESTIONS ONLY YOU CAN ANSWER

- ? What is Status of the planned September 7, 2026 petition and September 8, 2026 sale. AS OF is November 5, 2026, which is after both dates, yet the record treats them as upcoming. Whether the sale has occurred, whether any petition is on file, and the actual petition timestamp all drive the stay, the 910-day count, the 1328(f) bar and the 362(c)(3) clock? The record does not supply it; likely source: client; PACER/CM-ECF docket; foreclosure counsel's sale status. · *blocks part of this analysis*
- ? What is Documentation of the wife's separate payments and a documented split of the commingled Wells Fargo account, supporting the marital adjustment? The record does not supply it; likely source: joint account statements; wife's pay records; her loan and card statements. · *blocks part of this analysis*
- ? What is Net (take-home) income basis for plan feasibility. The $10,300 capacity uses gross $7,400 while take-home is about $5,580; feasibility must rest on Schedule I/J net income? The record does not supply it; likely source: pay stubs; Schedule I and J worksheet. · *blocks part of this analysis*
- ? What is Itemized non-exempt property computation supporting the about $8,000 ordinary non-exempt figure, reconciled to the $20,880 gross listed property? The record does not supply it; likely source: client asset inventory; trustee's valuation of listed items. · *blocks part of this analysis*
- ? What is Negotiated amount of the health-insurance subrogation lien and whether Georgia's made-whole statute limits it? The record does not supply it; likely source: carrier and health-plan subrogation correspondence; Georgia made-whole statute research. · *blocks part of this analysis*
- ? What is Basis for the stated $9,690 monthly stack. The itemized obligations total $4,501 (with truck at $612), so the stated figure does not reconcile? The record does not supply it; likely source: firm's plan budget worksheet. · *blocks part of this analysis*
- ? Whether PI counsel has been told of the bankruptcy and whether the section 327(e) special-counsel application has been filed? The record does not supply it; likely source: firm action record; PI counsel confirmation; docket. · *blocks part of this analysis*
- ? What is Status of the section 6672 penalty: proposed vs. assessed, whether challenged, and any responsible-person interview or appeal? The record does not supply it; likely source: IRS notices and assessment record; client. · *blocks part of this analysis*
- ? What is Exact date and funding trail of the $8,000 repayment to mother (insider, one-year look-back)? The record does not supply it; likely source: client bank records; auction settlement paperwork. · *blocks part of this analysis*
- ? What is Any other transfers to insiders or family in the look-back period beyond the $8,000? The record does not supply it; likely source: client bank statements; sworn client statement. · *blocks part of this analysis*
- ? Whether written notice of the petition has been sent to foreclosure counsel and the servicer? The record does not supply it; likely source: firm action record; delivery confirmations. · *blocks part of this analysis*
- ? What is Total attorney fee, fee agreement, and Rule 2016(b) disclosure? The record does not supply it; likely source: firm engagement terms and fee application. · *blocks part of this analysis*
- ? What is Balance and terms of the guaranteed equipment lease? The record does not supply it; likely source: lessor statement; lease agreement; guaranty. · *blocks part of this analysis*

FACTS THE RECORD STILL NEEDS

- ? What is Payoff statement and proof of claim itemizing the $31,000 arrears, including the roughly $4,200 foreclosure fees and costs, and whether each item is proper? The record does not supply it; likely source: servicer payoff statement and filed proof of claim. · *blocks part of this analysis*
- ? What is Household size for the means test and plan (three vs. a different dependent count) under district practice? The record does not supply it; likely source: district decisions; Form 122C-2 instructions; trustee guidance. · *blocks part of this analysis*
- ? What is Appraised value of the Wilmington Island home relative to the $317,700 senior-claim threshold (controls the HELOC strip)? The record does not supply it; likely source: licensed appraiser retained this week. · *blocks part of this analysis*
- ? What is Record title holder of the Wilmington Island home (Marcus alone or jointly with wife) and any co-owner's interest? The record does not supply it; likely source: recorded deed; Chatham County title search. · *blocks part of this analysis*
- ? What is Georgia DHS claimed amount for the assigned arrears and whether DHS has filed a claim? The record does not supply it; likely source: Georgia DHS / Georgia child support records. · *blocks part of this analysis*

QUESTIONS OF LAW

- ? What is Scantling holding and later Eleventh Circuit or S.D. Ga. decisions on lien avoidance in a no-discharge Chapter 13, including whether avoidance takes effect at confirmation or on completion and whether dismissal revives the lien? The record does not supply it; likely source: legal research; case law. · *blocks part of this analysis*
- ? What is Controlling Eleventh Circuit and Southern District of Georgia authority on whether the truck is acquired on signing (March 8, 2024) or delivery (March 11, 2024) for the 910-day hanging paragraph? The record does not supply it; likely source: legal research (Eleventh Circuit and S.D. Ga. decisions). · *blocks part of this analysis*
- ? Whether the $19,500 March auction proceeds count as current monthly income (March $1,700 vs $21,200), with the auction documentation showing what was sold? The record does not supply it; likely source: district and judge decisions on liquidation proceeds; auction settlement records. · *blocks part of this analysis*
- ? Whether Georgia's tools-of-trade exemption reaches a W-2 employee's own HVAC tools (the $4,000 shortfall moves to the wildcard pool if not)? The record does not supply it; likely source: legal research on Georgia tools-of-trade exemption. · *blocks part of this analysis*
- ? What is Outcome of the section 362(c)(3)(B) motion to extend the stay (clear and convincing rebuttal), which is not yet decided? The record does not supply it; likely source: bankruptcy court ruling after filing. · *blocks part of this analysis*
- ? What is Interest rate for cramdown of the truck (Till rate) and the resulting monthly payment? The record does not supply it; likely source: legal research on Till rate in this district; lender rate data. · *blocks part of this analysis*

RAISED AT INTAKE, NOT PLACED IN THIS ANALYSIS

- · No-look fee (under Stopping the sale: stay, timing, and no-discharge posture)
- · Decree credit card nondischargeability (under Plan feasibility: secured claims, income, and personal debts)
- · Child support current and arrears (under Plan feasibility: secured claims, income, and personal debts)
- · Firm fee through plan and Rule 9011 (under Plan feasibility: secured claims, income, and personal debts)
- · Trust-fund recovery penalty (under Plan feasibility: secured claims, income, and personal debts)
- · Assigned DSO claim priority (under Estate assets, disclosure, exemptions, and liquidation floor)