

b. If you fail to comply with this deadline:

- (1) The Debtor will file a declaration to indicate: (1) the Motion was properly served, (2) the response period elapsed, and (3) no party filed and served a written opposition and request for a hearing within 14 or 17 days after the date of service of the notice. [LBR 9013-1(o)(3)]
- (2) The Debtor will lodge an order that the court may use to grant the Motion; and
- (3) The court may treat your failure as a waiver of your right to oppose the Motion and may grant the Motion without further hearing and notice. [LBR 9013-1(h)]

Respectfully submitted,

Date: _____

Signature of Debtor or attorney for Debtor

Printed name of Debtor or attorney for Debtor

MOTION TO COMMENCE LOAN MODIFICATION MANAGEMENT PROGRAM

1. **Legal Authority.** Pursuant to the LMM Procedures and applicable General Order, the debtor(s) request that this court enter an order to commence the LMM Program.
2. **Property and Loan.** The real property that is the subject of this request is located at _____ (address of property), which is an eligible property under the LMM Procedures ("Eligible Property"). The loan at issue has the loan # ____ (last 4 digits) ("Eligible Loan").
3. **Secured Creditor.**
 - a. **Name:** The servicer of the Eligible Loan on the Property is _____ ("Creditor")
 - b. **Priority:** Creditor holds a deed of trust on the Real Property: ☐ 1st TD ☐ 2nd TD ☐ 3rd TD
 - c. **Portal Registration:** Prior to filing this motion, I/We determined that the Creditor ☐ is registered ☐ is not registered on the Portal.
4. **Adequate Protection Payments.**
 - a. **Periodic Payment Amount:** According to the terms of the loan agreement between the Debtor and Creditor, Debtor is obligated to make payments of _____ (insert dollar amount) every ____ (insert month, quarter, etc).
 - b. **Request:** We request that the court approve adequate protection payments in the amount of _____ (insert dollar amount) every ____ (insert month, quarter, etc), which represents ☐ 80% of our periodic payment amount, or ☐ ____ % (a higher percentage), and is to be paid at the contracted interval set forth above. The debtor will also pay the amounts required for taxes and insurance, if escrowed.
5. **Duration of Resolution Period.** During Stage Two of the LMM Procedures, the parties negotiate to reach a resolution ("LMM Resolution Period"). The Loan Resolution Period is initially up to 120 days. Debtor(s) request that Loan Resolution Period be ☐ Approximately 120 days ☐ ____ days, which may be extended by the Program Manager if necessary to allow the parties to continue to negotiate in good faith.
6. **Debtor's Prior Efforts on Loss Mitigation.**
 - a. ☐ Debtor has not previously applied for loss mitigation on this loan.
 - b. ☐ Debtor previously applied for loss mitigation on this loan, with the following results:
 - i. ☐ Loss Mitigation was approved; the reason the debtor is requesting loss mitigation again through the LMM Program is _____
 - ii. ☐ Loss Mitigation was denied.
 - ☐ The loss mitigation package was not submitted completely.
 - ☐ The loss mitigation package was submitted completely, and:
 - ☐ Debtor's circumstances have changed since the prior loss mitigation review.
 - ☐ Debtor's circumstances have not changed since the prior loss mitigation review.
 - ☐ Other explanation: _____
7. **Debtor's Eligibility and Readiness.** As seen in the paragraphs below, Debtor(s) are eligible to participate in the LMM Program, have completed all other steps in Stage One of the LMM Procedures, and are ready to carry out the debtor's duties as set forth in the LMM Procedures.
 - a. [I / We] will participate in the court's LMM Program in good faith.
 - b. [I / We] understand and agree to the ongoing obligation to promptly provide information and documentation that may be reasonably requested by the Creditor whose secured claim [I / We] seek to modify during the LMM process.

- c. [I / We] will make (or cause to be made) adequate protection payments to the Creditor in the amount requested in paragraph 4.b. above, each month during the duration of the LMM Program, unless a different amount or duration is ordered by the court.
- d. [I / We] understand that commencing the LMM Program is voluntary, and that [I am / we are] not required to enter into any agreement or settlement with any other party, and no other party is required to enter into any agreement or settlement with [me / us] as part of the LMM Program.
- e. [I / We] understand that [I am / 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.
- f. [I / We] understand that if [I / we] do not fully comply with the requirements of the LMM, our participation in the LMM may be terminated at the request of the Creditor or the Program Manager.
- g. [I / We] have completed submission of required forms using the Document Preparation Software and have paid the non-refundable fee directly to the Document Preparation Software approved vendor.
- h. [My / Our] Initial LMM Package has been completed and is ready for signature and submission. Attached as **Exhibit A** is the Certification of Document Preparation [I / we] received upon completion of steps using the Document Preparation Software.
- i. [I / We] understand and agree that after an order is entered granting this Motion, [I / we] will be required to pay (i) a non-refundable portal fee directly to the approved Portal vendor, and (ii) one half of the Program Manager fee.

8. **Declaration.** For facts asserted in this Motion, I/We as debtor(s) declare under the laws of the State of California that the foregoing is true and correct.

9. **Prayer.** WHEREFORE, debtor(s) prays that this court enter an order granting this Motion to Commence the LMM Program as set forth in the LMM Procedures.

Date: _____

Respectfully submitted,

Printed name of Debtor(s)

Signature of Debtor(s)

Printed name of Debtor(s)' attorney

Signature of Debtor(s) attorney

ADDITIONAL SIGNATURES (if applicable)

Printed name of Borrower Who Did Not File Bankr. Case

Signature of Borrower Who Did Not File Bankr. Case

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document entitled: **MOTION AND NOTICE OF MOTION TO COMMENCE LOAN MODIFICATION MANAGEMENT PROGRAM** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On *(date)* _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date

Printed Name

Signature

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.