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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

IN RE: JOSHUA ALAN KOCH and ANGELA MARIE KOCH, Debtors.	Case No. 2:25-bk-20154-BPH First Amended CHAPTER 13 PLAN Dated October 27, 2025
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To Debtors: In the following notice to creditors, you must check each box that applies.

To Creditors: Your rights may be affected by this Plan. Your claim may be reduced, modified, or eliminated. If you oppose the Plan's treatment of your claim or any provision of this Plan, you must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this Plan without further notice of no objection to confirmation is filed.

<u>X</u> Yes	<u> </u> No	This Plan contains non-standard provisions in Paragraph 11.
<u> </u> Yes	<u>X</u> No	This Plan limits the amount of secured claims in paragraph 2(b), which may result in a partial or no payment to the secured creditor.
<u> </u> Yes	<u>X</u> No	This Plan avoids a security interest or lien in paragraph 11.

1. FUTURE EARNINGS/INCOME. The future earnings and other income of Debtors are submitted to the supervision and control of the Chapter 13 Standing Trustee as necessary for the execution of this Plan, and Debtors shall pay to the Trustee the sum of **\$4,600.00** each month for sixty (60) months, or until all the provisions of this Plan have otherwise been completed. Plan payments shall commence within 30 days following the filing of this petition. Debtors shall make payments directly to the Trustee until wage deductions begin. **It is anticipated that this will be a full payment Plan.**

2. PAYMENTS/DISBURSEMENTS. From the received payments, the Trustee shall make disbursements as follows:

(a) Administrative Claims. The Trustee shall pay those claims, fees, or charges specified in 11 U.S.C. § 507(a)(2), including Debtors' attorney fees and costs in such amount as may be allowed by the Court. As of the date of this Plan, Debtors' counsel estimates that total attorney fees and costs for representation of Debtors (excluding the fee for filing Debtors' petition) will be as follows:

Estimated total attorney fees:		\$ 5,000.00*
Estimated total costs:	+	\$ 437.00
Total estimated attorney fees and costs:	=	\$ 5,437.00
Less retainer:	-	\$ 1,500.00

TOTAL FEES AND COSTS TO BE PAID THROUGH PLAN: \$ 3,947.00

* If this figure differs from the Disclosure of Compensation originally filed by Debtors' attorney, the Disclosure must be amended simultaneously with filing this Plan or Amended Plan, as provided in Fed. R. Bankr. P. 2016(b).

(b) Impaired Secured Claims. After the payments provided for above, the Trustee pay allowed secured claims pursuant to 11 U.S.C. § 506(a), together with interest at the rate set forth below from the date of confirmation, on a pro rata basis, as follows:

<u>Name of Creditor</u>	<u>Claim Number</u>	<u>Allowed Secured Claim*</u>	<u>Rate of Interest</u>
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[* This figure is the lesser of the total amount of the debt owing to Creditor, the value of the collateral securing said debt, or the claimed value sought by Debtors below.]

Request for Valuation of Security and Determination of Secured Status under 11 U.S.C. § 506:

- ☒ None.
- ☐ Debtors request that the Court determine the value of the secured claims indicated with an asterisk in 2(b) above under 11 U.S.C. § 506.

If Debtors propose to determine the value of any impaired secured claims, they must serve this plan on the affected creditors as Fed. R. Bankr. P. 9014 and 7004 require. Secured creditors shall retain their liens as provided by 11 U.S.C. § 1325(a)(5)(B). For any unsecured deficiency to be allowed and paid, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.

(c) **Unimpaired Secured Claims.** The following secured creditors, whose claims will be left unimpaired by this Plan, are not provided for by this Plan and shall receive no payments through the Trustee except those arrearages specified below, if any:

<u>Name of Creditor</u>	<u>Claim No.</u>	<u>Description of Collateral</u>
Mountain America Credit Union	N/A	2016 Dodge Durango
Penny Mac	N/A	Debtors' residence
First Interstate Bank	N/A	Real property located in Sweet Grass County,

Montana

Concurrently with the payments on impaired secured claims specified above, the following arrearages on unimpaired secured claims, if any, shall be paid through the Trustee on a pro rata basis until the same has been paid in full:

<u>Name of Creditor</u>	<u>Amount of Arrearage</u>
Penny Mac	\$90,342.69

Upon completion of the Plan, all pre-petition arrearages provided for by this Plan shall be deemed current.

(d) **Domestic Support Obligations.** After the payments provided for above, the Trustee shall pay all allowed pre-petition domestic support obligations. Such allowed claims for pre-petition domestic support obligations shall be paid in full under this Plan without interest (unless otherwise provided).

<u>Creditor</u>	<u>Complete Address</u>	<u>Claim Amount</u>
N/A		

(e) **Priority Claims.** After the payments provided for above, the Trustee shall pay allowed claims entitled to priority in such order as specified in 11 U.S.C. § 507.

(f) **General Unsecured Claims.** After the payments provided for above, the Trustee shall pay dividends, to the extent possible, to allowed unsecured, nonpriority claims on a pro rata basis.

(g) **Liquidation Analysis.** The total amount distributed under paragraphs 2(d), (e), (f) above will be at least \$74,000.00, which exceeds what would be available to pay unsecured claims if the Debtors' estate was liquidated under Chapter 7 of the Bankruptcy Code. The Court will not enter a discharge until said sum has been distributed, or until all allowed unsecured claims have been paid in full, whichever is less.

3. **ASSUMPTION OF CONTRACTS OR LEASES.** The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.

Assumed items. Current installment payments will be disbursed by the trustee of directly by Debtors, as specified below, subject to any contrary Court order. Arrearage payments will be disbursed by the trustee.

Name of Creditor	Description of Leased Property or Executory Contract	Current Installment Payment	Monthly Amount of Arrearage to be Paid	Treatment of Arrearage (Refer to Other Plan Section if Applicable)	Estimated Total Payments by Trustee

Current installment payments on _____ disbursed by: ___ Trustee ___ Debtors

4. **SURRENDER OF PROPERTY.** Debtors surrender any and all interest in the following described collateral to the stated secured creditor in full satisfaction of the creditor's allowed secured claim. For any unsecured deficiency to be allowed and paid under this Plan, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules. Upon confirmation, the stay that arose under 11 U.S.C. § 362 and 11 U.S.C. § 1301 immediately terminates without further order. The termination does not authorize actions for personal liability or property not surrendered.

Secured Creditor

Description of Collateral

N/A

5. **POST-PETITION SECURED DEBT.** Debtors reserve the right to incur post-petition secured debts, upon prior written approval of the Trustee, for items necessary to Debtors performance under this Plan.

6. **REPORT OF CHANGES IN INCOME.** Debtors shall commit all projected disposable income to the Plan for the applicable commitment period and shall immediately report any changes in income above \$300 per month to the Trustee.

7. **DECLARATIONS.** Under penalty of perjury, Debtors affirm that all federal and state income, employment, and other tax returns due as of the date of this Plan have been filed with the appropriate agency and all post-petition payments due on all domestic support obligations have been paid through the date of this Plan.

8. VESTING OF PROPERTY OF THE ESTATE. Property of the estate shall revest in Debtors upon (Check the applicable box)

- ☐ Plan confirmation.
- ☒ Closing of the case.
- ☐ Other:

9. PREVIOUS BANKRUPTCIES AND DISCHARGE. (Check one)

- ☐ Debtors are not eligible for a discharge of debts because Debtors have previously received a discharge described in 11 U.S.C. § 1328(f).
- ☒ Under penalty of perjury, Debtors declare that they have not received a discharge in a previous bankruptcy case that would cause them to be ineligible to receive a discharge in the above-entitled case under 11 U.S.C. § 1328(f).

10. INCOME TAX REFUNDS. Debtors, within 14 days of filing the return, will supply the Trustee with a copy of each tax return filed during the Plan term. (Check one)

- ☐ Debtors will retain any tax refunds received during the Plan term and have included them in Debtors' budget.
- ☒ Debtors will turn over all income tax refunds received during the Plan term to the Trustee.
- ☐ Debtors projects no tax refunds. Any tax refunds received during the term of the Plan will be turned over to the Trustee.
- ☐ Debtors will turn over a portion of any income tax refunds received during the Plan term to the Trustee as specified below:

11. NON-STANDARD PLAN PROVISIONS.

- ☐ None.

If "None" is checked, the rest of Paragraph 11 need not be completed or reproduced. Under Fed. R. Bankr. P. 3015(c), nonstandard provisions are required to be set forth below. These Plan provisions will be effective only if the applicable box on Page 1 of this Plan is checked.

1) Sale of real property. The Debtors shall employ a professional, subject to the approval of the Bankruptcy Court, for the purpose of selling their real property located at 15 Sage Trail, Big Timber, Sweet Grass County, Montana. The sale of the real property and related fees and costs shall be subject to the approval of the Bankruptcy Court. The Trustee shall be given the opportunity to participate in the closing of the sale. The Debtors

will have until November 1, 2026, to market and sell the Debtors' real property. The Debtors shall continue making payments to the mortgage creditor, via conduit payments, until the sale of the real property. From the proceeds of the sale of the Debtors' real property, the Debtors shall first pay the mortgage creditor, First Interstate Bank, the balance of its loan, including any fees and related administrative expenses and closing costs. Any remaining proceeds shall be distributed by the Trustee to those lienholders in order of lien priority, pay the pre-petition arrearages on the Debtors' primary residence, and then to all remaining unsecured creditors who have filed a Proof of Claim in the case, making this a full payment Plan.

Any remaining proceeds, after the terms of the Debtors' Plan have been satisfied and all claims filed with the Court paid, shall be retained by the Debtors.

If the sale of the property does not occur by November 1, 2026, the Trustee shall have the option to undertake the sale of the real property himself, to dismiss the case, or to convert it to a Chapter 7. Payments shall be made to the secured creditors from the Plan payments required under Paragraph 1.

2) Conduit Payments. The Trustee shall act as a conduit for the ongoing mortgage payments owed to the mortgage lender holding a secured interest in the Debtors' principal residence, Penny Mac. The monthly Chapter 13 Plan payment in Paragraph 1 includes \$4,513.06 from which the Trustee shall deduct his administrative expense and then submit the balance to Penny Mac for its current mortgage payment. The conduit payments should begin with the payment due for September, 2025. If the amount of the payment related to escrow changes, the change shall be effective and the Trustee shall direct the Debtors to adjust their payment in an amount sufficient to make the payments as contemplated in this Non-Standard Provision.

12. **CERTIFICATION.** No changes have been made to the form required by Montana Local Bankruptcy Rules except those referenced in Paragraph 11 and the Debtors are not seeking confirmation of any provision not allowed under the Federal Rules and Bankruptcy Procedure.

DATED this 27th day of October, 2025.

/s/ Joshua Alan Koch
Debtor

/s/ Angela Marie Koch
Debtor

/s/ Stuart R. Whitehair
Stuart R. Whitehair,
Attorney for Debtors

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify under penalty of perjury that on the 27th day of October, 2025, a copy of the foregoing was served by electronic means pursuant to Mont. LBR 9013-1(d)(2) on the parties noted in the Court's ECF transmission facilities and/or by mail on the following parties:

Mountain America Credit Union
PO Box 2331
Sandy UT 84091

Penny Mac
PO Box 4095
Carol Stream, IL 60197

First Interstate Bank
PO box 24888
Seattle, WA 98124

Jason Henderson
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City UT 84111

First National Bank of Omaha
Scheels
PO Box 2557
Omaha NE 68103-2557

JPMorgan Chase
PO Box 6294
Carol Stream IL 60197

Citibank
PO Box 6500
Sioux Falls SD 57117

Citibank
The Home Depot
PO Box 9001037
Louisville KY 40290-1037

Citibank
Jewelers Reserve
PO Box 9001037
Louisville KY 40290-1037

USAA
9800 Fredericksburg Road
San Antonio TX 78288

Goldman Sacs
PO Box 4247
Philadelphia PA 19170-6112

Sam's Club
Synchrony Bank
PO Box 71724
Philadelphia PA 19176-1724

Capital One
PO Box 71803
Charlotte NC 28272

Discover
PO Box 30945
Salt Lake City UT 84103

PayPal
Synchrony Bank
PO Box 71718
Philadelphia PA 19176-1718

Venmo
Synchrony Bank
PO Box 71718
Philadelphia PA 19176-1718

Montana Oral Surgery
2055 North 22nd Avenue, Suite 1
Bozeman MT 59718

Intermountain Health
PO Box 200491
Dallas TX 75320-0491

Jefferson Capital Systems
PO Box 11407
Birmingham AL 35246

United Collection Bureau
PO Box 1418
Maumee OH 43537

Capital Management Services
PO Box 120
Buffalo NY 14220-0120

Cawley and Bergmann
550 Broad Street, Suite 1506
Newark NJ 07102

Capital Management Services
PO Box 120
Buffalo NY 14220-0120

Revco Solutions
PO Box 2589
Columbus OH 43216

Monarch Recovery Management
3260 Tillman Drive, Suite 75
Bensalem PA 19020

Messerli and Kramer PA
3033 Campus Drive, Suite 250
Plymouth MN 55441

Portfolio Recovery Associates
120 Corporate Boulevard
Norfolk VA 23502

Northwest Collections
PO Box 2898
Missoula MT 59806-2898

/s/ Katie Sylvis
Katie Sylvis, Legal Assistant