**United States Bankruptcy Court**

**Eastern District Of Michigan**

**Southern Division - Detroit**

|  |  |
| --- | --- |
| **In The Matter Of:**,Debtor.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ | Chapter 13Case No. JUDGE  |

**STIPULATION FOR ENTRY OF ORDER APPROVING TOLLING AGREEMENT**

**Whereas**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Debtor”) has filed for protection under Chapter 13 of the United States Bankruptcy Code, Case Number \_\_\_\_\_\_\_\_\_; and

**Whereas**, Krispen S. Carroll has been appointed as Standing Chapter 13 Trustee in this case; and

**Whereas**, Krispen S. Carroll, as Trustee, asserts that Debtor conveyed interest in the real estate located at \_\_\_\_\_\_, to \_\_\_\_\_ (“Transferee”), in/on [DATE] for nominal or no consideration; and said conveyance may be recoverable or avoidable as preferential transfers under 11 U.S.C. §547 or fraudulent transfers under 11 U.S.C. §548 or otherwise avoidable or recoverable under State Law as incorporated by 11 U.S.C. §544; and

**Whereas**, Debtor and Transferee each deny any allegation that the transfers are avoidable under §§547 or 548, or State Law incorporated by §544, but the parties desire to give the Debtor the opportunity to make plan payments to satisfy creditors’ claims without pursuing potentially unnecessary litigation; and

**Whereas**, the purpose of this Agreement is solely to preserve any potential causes of action under §§547, 548 and 550 or State Law incorporated under §544 in the event this case is converted at any point to a proceeding under another Chapter of the United States Bankruptcy Code.

**Whereas**, The parties agree that the time elapsed while Debtor is in this Chapter 13 case shall be excluded from any computation of time for purposes of any time-based defense based on statutes of limitations, laches, estoppel, waiver, and any other time-based defense or right including, but not limited to, §546 of the Bankruptcy Code and the Michigan Uniform Voidable Transactions Act, as amended, (MCL §§566.31 et seq) as it relates to the filing of any avoidance action.

**Now Therefore**, the parties to this Agreement, intending to be legally bound, have agreed as follows:

1) That Krispen S. Carroll, as Trustee, will defer any attempt to avoid and recover the potentially avoidable transfers as long as Debtor is in a proceeding under Chapter 13 with a confirmed plan providing [minimum dividend required by LQA] to unsecured creditors; and

2) Any applicable statute of limitations, including but not limited to any statutes of limitation under §§547, 548 and 550 and any statutes of limitation under State Law is to be tolled while this case is pending under Chapter 13 of the United States Bankruptcy Code, and will not expire until the latter of the following:

(a) The expiration of any applicable statute of limitations; or

(b) One year after the entry of any order converting the Bankruptcy to a case under Chapter 7 of the Bankruptcy Code, if such order converting the case is entered; or

(c) Completion of the Chapter 13 Plan and entry of a discharge under 11 U.S.C. §1328(a).

 4) The parties to this Tolling Agreement stipulate and agree to entry of an Order Tolling Statute of Limitations in the form attached as Exhibit “A”.

Krispen S. Carroll (P49817)

Chapter 13 Trustee

719 Griswold, Suite 1100

Detroit, MI 48226

313/962-5035

notice@det13ksc.com

Debtor Attorney

, Debtor

, Debtor

Subscribed and sworn to before me this

 day of , 2023

 , Notary Public

 County, Michigan

My Commission Expires: / /

, Transferee

Subscribed and sworn to before me this

 day of , 2023

 , Notary Public

 County, Michigan

My Commission Expires: / /

**United States Bankruptcy Court**

**Eastern District Of Michigan**

**Southern Division - Detroit**

|  |  |
| --- | --- |
| **In The Matter Of:**,Debtor.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ | Chapter 13Case No. JUDGE  |

**ORDER APPROVING TOLLING AGREEMENT**

This matter came before the Court on the Stipulation of Debtor, Transferee; and Krispen S. Carroll, Standing Chapter 13 Trustee (ECF#\_\_\_\_) for entry of an Order approving a Tolling Agreement between the parties. This Court has reviewed the proposed Tolling Agreement and the pertinent pleadings and is advised in the premises;

**It Is Hereby Ordered And Adjudged** that the Tolling Agreement is approved in all respects and is incorporated into this Order as if fully restated herein.

**It Is Further Ordered And Adjudged** that the Tolling Agreement shall become null and void and cease to be of any effect if either this case is dismissed, or the Debtor obtains a discharge in this Chapter 13 proceeding.

**It Is Further Ordered And Adjudged** that if this case is converted to another Chapter of the United States Bankruptcy Code, the tolling period will cease, and any applicable statute of limitations shall commence upon entry of an Order Converting this case.