



UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA

CM/ECF Full Attorney Filing Privileges Agreement

[Note: CM/ECF users should retain this agreement for future reference.]

By registering for a live account on the Court's CM/ECF system with **Full Attorney Filing Privileges**, I acknowledge that I have read, understand and agree to adhere to the following terms and conditions with respect to my electronic filing privileges:

1. I agree to adhere to all of the rules, orders, CM/ECF procedures, guidelines, requirements, and instructions provided in the Court Manual (the manual is an adjunct to the Local Bankruptcy Rules), as well as the Local Bankruptcy Rules and Forms, General Orders mandating the use of CM/ECF, including subsequent amendments to all, or any other directives issued by this Court or the Clerk of this Court in conjunction with use of this Court's CM/ECF system.
2. I must obtain and maintain a PACER account login, in addition to the CM/ECF login issued by this court.
3. I must maintain a valid primary e-mail address, and elect to receive Notices of Electronic Filing (NEF), individually or in summary, via e-mail in cases in which I am involved. I must file a notice of change of mailing address in each case in which I am involved, and update my CM/ECF Account information with any changes to address information. Registered users who have also registered with the Bankruptcy Noticing Center (BNC) for noticing purposes must also notify the BNC of changes in service address information.
4. I understand that as a CM/ECF user I am only allowed to have one physical mailing address for my CM/ECF account even though I may have more than one office.
5. For CM/ECF filings that require a fee, I must pay by credit card or by bank account debit through CM/ECF at the time of filing through CM/ECF in accordance with the U.S. Bankruptcy Court's Fee Schedule. Failure to do so on a timely basis will result in temporary loss of access to CM/ECF under the login and may result in dismissal of a bankruptcy petition or adversary proceeding, striking of a document and/or sanctions.
6. I will comply with the signature requirements specified in Local Bankruptcy Rule 9011-1 and Court Manual Section 3.4 for all documents I file through CM/ECF.
7. Pursuant to Bankruptcy Rule 9011, every petition, pleading, motion and other paper (except a list, schedule, statement, or amendments thereto) shall be signed by at least one attorney of record. Use of my login and password constitutes my signature on an electronically filed document for all purposes, including those under Rule 9011 and 28

U.S.C. §1746, and shall have the same force and effect as if I had affixed my signature on a paper copy of the document being filed. I must type or print "/s/" and my name on any document filed by me either above or below the signature line.

8. I may authorize one or more employees or office staff members to use any of my assigned logins and password for the electronic filing of a document. I may also designate one or more of my employees as Filing Agents, and as such may create a separate login and password that will allow them to file documents and pay for filing fees on my behalf. However, such use of my login and/or filings by my designated Filing Agent constitutes my signature on the electronically filed document. I will not knowingly permit use of my login(s) or password(s) by anyone not so authorized, I shall take steps to prevent such unauthorized use, and I shall be fully responsible for all use whether authorized or unauthorized. If authorization to use a login and password is withdrawn (e.g., when a staff member leaves employment) or if unauthorized use of a login and password is suspected, I shall immediately notify the Court to select and activate a new login and password. I shall also immediately notify the Court's ECF help desk via e-mail (ECF_support@cacb.uscourts.gov) upon learning of any unauthorized use. I understand that failure to change the password and notify the Court under the aforementioned circumstances may result in sanctions.
9. I understand that registration for filing in CM/ECF constitutes: (1) consent in writing to receive notice electronically and waiver of the right to receive notice by any other means; and (2) consent in writing to electronic service, except in regard to service of a summons and complaint under FRBP 7004, and waiver of any right to service by any other means. The consent and waiver includes, without limitation, notice of the entry of an order or judgment under FRBP 9022. The consent and waiver is effective upon activation of my CM/ECF User login and password in the CM/ECF system live database. In cases wherein service of electronically filed documents is required to be made on the United States and its agencies, corporations or officers, full compliance with Rules 2002(j) and 7004(b)(4), (5) and (6) of the Federal Rules of Bankruptcy Procedure is required.
10. Prior to electronically filing any document with the Court, I must verify the identity and obtain the original signature of the party or parties I represent on a paper copy of the document and must retain the original of that signed document for a period of five years after the closing of the case or adversary proceeding in which the document is filed, and shall make the executed original available for review upon request of the court or other parties. I attest that I will advise the signing party that the document will be submitted to the Court electronically and the paper version of any electronic document filed by me will be an exact copy of the printed version and that no changes, alterations or other modifications will be made with the sole exception that the paper version, retained by myself, will contain original signatures. I must type or print the name of any signer on any document filed by me either above or below the signature line.

United States Bankruptcy Court, Central District of California
ECF Limited Filing Attorney/Limited Creditor Privileges Agreement

[Note: ECF users should retain this agreement for future reference.]

By registering for a live account on the Court's CM/ECF system with **Limited Filing Privileges** (e.g., creditor, personal financial management course provider), I acknowledge that I have read, understand and agree to adhere to the following terms and conditions with respect to my electronic filing privileges:

1. I agree to adhere to all of the rules, orders, guidelines, requirements, instructions and local forms (including subsequent amendments) or any other directives issued by this Court or the Clerk of this Court in conjunction with use of this Court's CM/ECF system.
2. By requesting limited access, I understand that I will have limited access status to perform the following transactions: (a) Transfer/Assignment of Claim; (b) Proof of Claim; (c) Change of Address; (d) Reaffirmation Agreement; (e) Request for Courtesy Notification; (f) Response, (g) Personal Financial Management Course Certificate, and (h) any other documents as permitted by the Court.
3. I must maintain a valid primary e-mail address, and elect to receive Notices of Electronic Filing, individually or in summary, via e-mail in cases in which I am involved. I must file a notice of change of mailing address in each case in which I am involved, and update my ECF account information with any changes to address information. Registered users who have also registered with BNC for noticing purposes must also notify the BNC of changes in service address information.
4. Pursuant to Bankruptcy Rule 9011, use of my login and password constitutes my signature on an electronically filed document for all purposes, including those under Rule 9011 and 28 U.S.C. §1746, and shall have the same force and effect as if I had affixed my signature on a paper copy of the document being filed. I must type or print my name on any document filed by me either above or below the signature line.
5. I must pay by credit card over the Internet for any fees incurred for transactions made in CM/ECF in accordance with the U.S. Bankruptcy Court's Fee Schedule. Failure to do so on a timely basis will result in temporary loss of access to CM/ECF under the login and may result in dismissal of a bankruptcy petition or adversary proceeding, striking of a document and/or sanctions.
6. I may authorize one or more employees or office staff members to use my assigned login and password for the electronic filing of a document. I will not knowingly permit use of my login or password by anyone not so authorized, I will take steps to prevent such unauthorized use, and I will be fully responsible for all use whether authorized or unauthorized. If authorization to use a login and password is withdrawn (e.g., when a staff member leaves employment) or if unauthorized use of a login and password is suspected, I shall immediately notify the Court to select and activate a new login and password. I shall also immediately notify the Court's ECF help desk by phone at (213) 894-2365 or via e-mail (ECF_Support@cacb.uscourts.gov) upon learning of any unauthorized use. I understand that failure to change the password and notify the Court under the aforementioned circumstances may result in sanctions.

7. Registration for filing in CM/ECF constitutes: (1) consent to receive service and notice electronically via the CM/ECF generated Notice of Electronic Filing (“NEF”) or Daily Summary Report (“DSR”) and waiver of the right to receive notice by first class mail pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) and Bankruptcy Rule 7005; and (2) consent to electronic service via the NEF or DSR and waiver of the right to service by personal service or first class mail pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) and Bankruptcy Rule 7005, except with regard to service of a summons and complaint. Waiver of service and notice by first class mail applies to notice of the entry of an order or judgment. In cases wherein service of documents filed electronically is required to be made on the United States and its agencies, corporations or officers, full compliance with Rules 2002(j) and 7004(b)(4), (5) and (6) of the Federal Rules of Bankruptcy Procedure is required.
8. Prior to electronically filing any document with the Court, that requires an original third-party signature, I must obtain the original signature of that party or parties on a paper copy of the document and must retain the original of that signed document for the length of the time set by the Court. I attest that I will advise the signing party that the document will be submitted to the Court electronically and the paper version of any electronic document filed by me will be an exact copy of the printed version and that no modifications will be made with the sole exception that the paper version will contain original signatures. I must type or print the name of any signer on any document filed by me either above or below the signature line and inclusion of the typed names shall be deemed a representation by me that the document was signed in original by that party, regardless of where /s/, /s, or s/ is reflected by the typed name.
9. I understand that I may NOT file electronically any document that requires the filer to be qualified to appear as an attorney before this Court.
10. If the registered user ceases to be an employee or agent of the organization on whose behalf documents are being electronically filed with the Court, or for any other reason ceases to be authorized to file electronically on behalf of the organization, the registered user will promptly notify the Clerk of Court.
11. If a creditor is appearing pro se as a registered user and subsequently obtains other representation, the creditor must notify the Court to terminate the user’s registration.
12. I understand that, if I am a provider of a post-petition instructional course concerning personal financial management and I am filing a certificate of the debtor’s completion of the course, the certificate must be timely filed in accordance with Fed. R. Bankr. P. 1007(c). I understand that my limited file privileges may be revoked if I do not file a certificate of a debtor’s completion of the course in a timely manner, as failure to do so could result in the closing of the debtor’s case without a discharge. I understand that, if my filing privileges are revoked by the court, the court will notify the Executive Office of the U.S. Trustees or the Bankruptcy Administrator of the revocation.
13. The Court may, sua sponte, terminate a registered user’s login and password for any reason and require future documents to be filed conventionally or in any other format specified by the Court.

United States Bankruptcy Court, Central District of California
CM/ECF Limited Filer Other Professionals' Filing Privileges Agreement

[Note: ECF users should retain this agreement for future reference.]

By registering for a live account on the Court's CM/ECF system with Limited Filer Other Professionals' Filing Privileges, I acknowledge that I have read, understand and agree to adhere to the following terms and conditions with respect to my electronic filing privileges:

1. I agree to adhere to all of the rules, orders, guidelines, requirements, instructions and local forms (including subsequent amendments) or any other directives issued by this Court or the Clerk of this Court in conjunction with use of this Court's CM/ECF system.
2. By requesting limited access, I understand that I will have limited access status to perform the following transactions: **(a)** Applications for Compensation; Notice of Motion/Application; **(b)** Declarations; **(c)** Errata; **(d)** any other documents as permitted by the Court.
3. I must maintain a valid primary e-mail address and elect to receive Notices of Electronic Filing, via e-mail in cases in which I am involved. I must file a change of mailing address in each case in which I am involved and update my ECF account information with any change to my address information. Registered users who have also registered with BNC for noticing purposes must also notify the BNC of changes in service address information.
4. Pursuant to Bankruptcy Rule 9011, use of my login and password constitutes my signature on an electronically filed document for all purposes, including those under Rule 9011 and 28 U.S.C. §1746, and shall have the same force and effect as if I had affixed my signature on a paper copy of the document being filed. I must type or print my name on any document filed by me either above or below the signature line.
5. I understand that my status as a limited filer will not permit me to utilize the credit card feature of CM/ECF to pay any fees or deposits that I may need to in conjunction with a case in which I have appeared electronically and that I must pay these funds in accordance with the Court and Clerk of Court's requirements for conventional paper filers. I understand that failure to make payment as required may result in dismissal of a bankruptcy petition, striking of a document and/or sanctions.
6. I may authorize one or more employees or office staff members to use my assigned login and password for the electronic filing of a document. I will not knowingly permit use of my login or password by anyone not so authorized, I will take steps to prevent such unauthorized use, and I will be fully responsible for all use whether authorized or unauthorized. If authorization to use a login and password is withdrawn (e.g., when a staff member leaves employment) or if unauthorized use of a login and password is suspected, I will immediately notify the Court so a new login and password may be issued. I shall also immediately notify the Court's ECF help desk by phone at (213) 894-2365 or via e-mail (ECF_support@cacb.uscourts.gov) upon learning of any unauthorized use. I understand

that failure to change the password and notify the Court under the aforementioned circumstances may result in sanctions.

7. Registration for filing in CM/ECF constitutes: (1) consent to receive service and notice electronically via the CM/ECF generated Notice of Electronic Filing (“NEF”) or Daily Summary Report (“DSR”) and waiver of the right to receive notice by first class mail pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) and Bankruptcy Rule 7005; and (2) consent to electronic service via the NEF or DSR and waiver of the right to service by personal service or first class mail pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) and Bankruptcy Rule 7005, except with regard to service of a summons and complaint. Waiver of service and notice by first class mail applies to notice of the entry of an order or judgment. In cases wherein service of documents filed electronically is required to be made on the United States and its agencies, corporations or officers, full compliance with Rules 2002(j) and 7004(b)(4), (5) and (6) of the Federal Rules of Bankruptcy Procedure is required.
8. Prior to electronically filing any document with the Court, that requires an original third-party signature, I must obtain the original signature of that party or parties on a paper copy of the document and must retain the original of that signed document for the length of the time set by the Court. I attest that I will advise the signing party that the document will be submitted to the Court electronically and the paper version of any electronic document filed by me will be an exact copy of the printed version and that no modifications will be made with the sole exception that the paper version will contain original signatures. I must type or print the name of any signer on any document filed by me either above or below the signature line and inclusion of the typed names shall be deemed a representation by me that the document was signed in original by that party, regardless of where /s/, /s, or s/ is reflected by the typed name.
9. I understand that I may **NOT** file electronically any document that requires the filer to be qualified to appear as an attorney before this Court.
10. If the registered user ceases to be an employee or agent of a creditor on whose behalf documents are being electronically filed with the Court, or for any other reason ceases to be authorized to file electronically on behalf of the creditor, the registered user will promptly notify the Clerk of Court.
11. If a creditor is appearing pro se as a registered user and subsequently obtains other representation, the creditor must notify the Court to terminate the user’s registration.
12. The Court may, *sua sponte*, terminate a registered user’s login and password for any reason and require future documents to be filed conventionally or in any other format specified by the Court.