

# Exhibit 1

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Dheeraj K. Singhal (SBN 217299) DCDM Law Group, PC 35 N Lake Avenue, Suite 280 Pasadena, CA 91101 Telephone: (626) 689-2407 Fax: (626) 689-2205 Email: dksinghal@dcdmlawgroup.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor Dennis D. Windscheffel</p>	<p>FOR COURT USE ONLY</p>
<p><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</b></p>	
<p>In re:</p> <p>Dennis D. Windscheffel</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:15-bk-19933-SK CHAPTER: 11</p> <p style="text-align: center;"><b>SECOND AMENDED INDIVIDUAL DEBTOR'S DISCLOSURE STATEMENT IN SUPPORT OF PLAN OF REORGANIZATION</b></p> <p>DATE: October 6, 2016 TIME: 8:30 am COURTROOM: 1575 PLACE: 255 E. Temple Street Los Angeles, CA 90012</p>

Attached is a chapter 11 plan (the Plan) proposed by the above-named individual Debtor. The Debtor attests that the information stated in this Disclosure Statement and the Plan is accurate. All creditors should refer to Articles I-IV of the Plan for the specific treatment of their claims. This Disclosure Statement is explanatory only; the language used in the Plan is binding. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one.**

**EFFECTIVE DATE OF THE PLAN:** The Effective Date of the Plan is 14 days following the date of entry of the order confirming the Plan unless a stay of the confirmation order is in effect, in which case the Effective Date will be the first business day after the date on which the stay of the confirmation order has been lifted, provided that the confirmation order has not been vacated.

## Part 1 Proposed Treatment of Claims

### A. Unclassified Claims including administrative priority claim, priority tax claims, and gap claims

Holders of administrative priority claims are entitled to priority pursuant to § 507(a)(2) of the Bankruptcy Code including (i) professional fees and costs; (ii) United States trustee's fees; and (iii) postpetition domestic support obligations. Such claims shall be paid in full on, or as soon as practicable after, the Effective Date or upon allowance of such claim, whichever is later.

Holders of priority tax claims are entitled to priority under § 507(a)(8). Such claims shall be paid in full over five years from the date of the entry of the order for relief with \_\_\_\_\_% interest in equal [monthly/quarterly/annually] amortized payments according to § 511 of the Bankruptcy Code. See Article I.C. of the Plan.

Holders of involuntary gap period claims allowed under § 502(f) are entitled to priority under § 507(a)(3). Such claims will be paid in full on, or as soon as is practicable, after the Effective Date. See Article I.D. of the Plan. Involuntary gap priority creditors exist only in cases commenced involuntarily. These are creditors who have claims that arose after the involuntary petition was filed but prior to the court's appointing a trustee or granting an order for relief.

### B. Secured Creditors (Classes 2, 3, 4 and 5)

See Article II of the Plan.

### C. Priority Unsecured Creditors

The following class(es) of priority unsecured claims are impaired and therefore, entitled to vote under the Plan. Such creditors will be paid [annually/quarterly/monthly] in full over \_\_\_\_\_ years with \_\_\_\_\_% interest. Payments shall be in equal [monthly/quarterly] amortizing installments beginning on the first day of each calendar  month  quarter after the Effective Date. Alternatively, if any one of these Classes does not vote to accept the Plan, then each claim in such class must be paid in full on, or as soon as practicable after, the Effective Date (except to the extent a holder of a claim in the class agrees to other terms) or the plan cannot be confirmed. See Article II of the Plan.

- Class 1(a): Domestic support obligation
- Class 1(b): Priority wage claims
- Class 1(c): Employee benefit plan contribution claims
- Class 1(d): Grain producer and fisherman claims
- Class 1(e): Consumer deposit claims.

### D. General Unsecured Creditors (Classes 6(a) and 6(b))

Class 6(a): A creditor whose allowed claim is \$1,000.00 \_\_\_\_\_ or less or who elects to reduce its allowed claim to \$1,000.00 \_\_\_\_\_ will receive a single payment equal to 100% of its allowed claim on, or as soon as practicable after, the Effective Date of the Plan. See Article II of the Plan.

Class 6(b): Other general unsecured creditors will be paid \_\_\_\_\_% of their allowed claims with[out] interest [at the rate of \_\_\_\_\_% per annum], in equal [~~monthly~~][quarterly] installments over 5 years. Under § 1129(a)(15), if an unsecured creditor objects to confirmation, an individual debtor must either pay the present value of that unsecured claim in full or make distributions under the plan totaling at least the value of the debtor's net disposable income over the greater of (a) five years or (b) the period for which the plan provides payments. However, § 1129(a)(15) should be read and applied in conjunction with § 1123(a)(4) which provides that a chapter 11 plan must provide the same treatment for each claim in the same particular class. See Article II of the Plan.

Undisputed Class 6 claims, as of this date, are listed in Exhibit C to the Disclosure Statement.

**E. Executory Contracts and Unexpired Leases**

(1) Executory Contracts and Leases Assumed. On the Effective Date, the Debtor assumes the executory contracts and unexpired leases enumerated in Exhibit E to the Disclosure Statement and shall perform all obligations thereunder, both preconfirmation and postconfirmation.

Any preconfirmation arrearages shall be paid by the Effective Date, unless the parties agree otherwise or the court finds that a proposed payment schedule provides timely cure and adequate assurance of future performance. Postconfirmation obligations will be paid as they come due.

(2) Executory Contracts and Leases Rejected. The Debtor is conclusively deemed to have rejected all executory contracts and/or unexpired leases not previously assumed or listed in Exhibit E to the Disclosure Statement as of the Effective Date. Claims arising from the rejection of an executory contract or unexpired lease under this section are general unsecured claims in Class 6, except to the extent this court orders otherwise. A proof of claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than 30 days after the date of the order confirming this Plan.

**F. Discharge**

Upon completion of the payments under the Plan, the Debtor may receive a discharge of preconfirmation debts, except such discharge shall not discharge the Debtor from any debts that are found nondischargeable under § 523 or are obligations created by this Plan. The payments promised in the Plan constitute new contractual obligations that replace the preconfirmation debts proposed to be discharged. Creditors may not sue to collect on these obligations so long as the Debtor is not in material default under the Plan. If the Debtor materially defaults in performing the Plan, affected creditors may sue the Debtor to enforce the terms of the Plan or to dismiss this case or to convert it to a case under chapter 7 of the Bankruptcy Code. See Article VI of the Plan.

**Part 2  
Voting on Confirmation of Plan**

**A. Who may vote:** Only impaired creditors are entitled to vote (see § 1124). A creditor is entitled to vote on confirmation of the Plan unless (i) the creditor's class is unimpaired (presumed to accept the Plan) or is to receive no distribution (presumed to reject the Plan); (ii) an objection has been filed to that creditor's claim; (iii) that creditor's claim is scheduled by the Debtor as contingent, disputed, unliquidated or unknown and the creditor has not filed a proof of claim; or (iv) the claim is unclassified (and thus required by law to be paid in full). A creditor whose claim has either been objected to or has been scheduled by Debtor as contingent, disputed, unliquidated or unknown or who has not filed a proof of claim, and who wishes to vote, must move to have its claim allowed for voting purposes by filing a motion for such relief in time for that motion to be heard before the hearing on confirmation of the Plan. A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim is entitled to accept or reject a Plan in each capacity by delivering one ballot for the secured part of the claim and another ballot for the unsecured portion of the claim.

**B. How to vote:** A voting creditor must fill out and return the attached ballot so that it is received by the Plan proponent no later than TBD at the following address:

DCDM Law Group, PC  
ATTN Dheeraj K. Singhal, Esq.  
35 N Lake Ave Ste 280  
Pasadena, CA 91101

**C. Effect of vote:** The Plan will be confirmed only if (i) it is accepted by each impaired class, or (ii) it is accepted by at least one impaired class exclusive of insiders (as defined by §101(31)) and the court determines that the Plan is "fair and equitable" (as defined by §1129(b)) to all rejecting classes of creditors, and it meets all of the other criteria required for confirmation. A class of creditors accepts the Plan if it is accepted by a majority in number and at least two-thirds in dollar amount of the creditors in that class timely voting.

**Part 3**  
**Source(s) of Payments under the Plan**

The Debtor intends to make the payments required under the Plan from the following sources:

- A.  Available Cash.** Debtor projects \$110,000.00 cash will be available on the Effective Date.
- B.  Sale of Assets.** A sale of property described in the Plan, which the Debtor estimates will produce \$1,791,769.48.
- C.  Future disposable income.** Debtor estimates that projected monthly disposable income available to creditors for the 5 year<sup>1</sup> period following confirmation will be \$1,750.00.<sup>2</sup> This is based on the monthly income of \$13,435.00 and expenses of \$11,664.46 as set forth in Debtor's Declarations of Current/Postpetition Income and Expenses (LBR form F 3015-1.20.DEC.INCOME.EXPENSE), which have been prepared as of 8/1/2016<sup>3</sup> and are attached hereto as Exhibit A.

This projection is consistent with (i) Debtor's average monthly income for the six months prior to this case of \$\_\_\_\_\_, as set forth in Debtor's Statement of Current Monthly Income (Official Bankruptcy Form 22B) filed with this court and (ii) average monthly income of \$\_\_\_\_\_ and average monthly expenses (excluding professional expenses and fees incurred in this bankruptcy case) of \$\_\_\_\_\_ during the \_\_\_\_\_ months since the petition date (based on monthly operating statements filed with the court), and such differences as are explained as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon written request, Debtor will provide copies of the Statement of Current Monthly Income and/or monthly operating statements.

<sup>1</sup> This number should match the number of years selected for payments made to creditors under the plan. See note 11 of the Plan as to the Absolute Priority Rule and modify this paragraph accordingly.  
<sup>2</sup> Under § 1123(a)(8), the plan of an individual debtor shall "provide for payment to creditors . . . of all or such portion" of postpetition personal services income "as is necessary for execution of the plan."  
<sup>3</sup> LBR form F 3015-1.20.DEC.INCOME.EXPENSE should be updated to the date of the most recent financial information available for the debtor.

D.  **Other sources of funding** are explained as follows:

See Plan Addendum for details concerning Plan funding.

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**Risk Factors**

The proposed Plan has the following risks: (*explain, e.g., sale falls through, Debtor loses employment/business, illness*):

A. The Plan contemplates the sale of the Properties and the liquidation of the Debtor's non-exempt assets.

B. To the extent the Debtor is contributing quarterly to the Plan from his net disposable income, there is a risk that the Debtor - who is 70 - may no longer be able to work, or is able to work only at a diminished level. The Debtor and his wife may also face increasing medical and living expenses as they age.

C. Once the properties are sold to satisfy the MUSD judgment, the Debtor's monthly income will be less.

D. In the event that the MUSD judgment is overturned on appeal, the Debtor will use the cash on hand and future income to pay the remaining general unsecured creditors in full to consummate the bankruptcy plan.

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**Part 4  
Liquidation Analysis**

The Debtor's schedules A and B, that may have been amended for the purposes of this Disclosure Statement, are attached hereto as Exhibit B. The Debtor has calculated the liquidation value of each asset as shown below. The Debtor arrived at the net liquidation values that are subject to liens by deducting from the value of the assets the amount of the secured liens and any applicable sales costs, fees, and taxes.

Net liquidation value of Debtors' assets	\$ 1,791,769.48
Less estimated chapter 7 trustee expenses	— \$ 77,003.08
Less administrative claims and priority tax claims (see Article I of Plan)	— \$ 30,000.00
Less Other Priority Claims (see Article II of Plan)	— \$ 0.00
Liquidation value available to general unsecured creditors	\$ 1,714,766.40
Divide by estimated amount of allowed general unsecured claims (see Article II, Class 6 of Plan; Exhibit C)	\$ 2,950,074.00
Equals estimated percentage of their allowed claims that general unsecured creditors would receive in a liquidation of the Debtor	58.13 %
<b>Estimated percentage of claims general unsecured creditors would receive under Debtor's proposed Plan</b>	<b>60.7 % (Assuming no chapter 7 trustee fee)</b>

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

**Part 5  
Feasibility**

The Plan cannot be confirmed unless the court finds it feasible. A Plan is feasible if confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor, unless such liquidation or reorganization is proposed in the Plan.

Feasibility by the Effective Date. The Debtor estimates that the Debtor will have sufficient cash on hand on the Effective Date to pay all claims and expenses entitled to be paid in cash on such date, as shown below.

Cash Debtor will have on hand by Effective Date:	\$ 110,000.00
<b>Less:</b>	
Administrative claims:	— \$ 30,000.00
Statutory costs and charges:	— \$ 650.00
Other Plan payments payable on Effective Date:	— \$
Balance after paying these amounts:	\$ 79,650.00

The sources of cash the Debtor will have on hand by the Effective Date, as shown above are:

Cash on Hand	\$ 105,000.00
Sale of assets	\$ 0.00
Additional cash the Debtor will accumulate from projected disposable income between now and Effective Date	+ \$ 5,000.00
Borrowing from: _____	+ \$
Other: _____	+ \$
<b>Total</b>	<b>\$ 110,000.00</b>

Feasibility over the life of the Plan. The Debtor has, and projects that the Debtor will receive, enough cash over the life of the Plan to make the required Plan payments based on the sources described above. See **Exhibit A** attached hereto.

Date: 8/1/2016

/s/ Dennis D. Windscheffel  
Signature of Debtor

Dennis D. Windscheffel  
Printed name of Debtor

Date: 8/1/2016

/s/ Dheeraj K. Singhal  
Signature of attorney for Debtor, if any

Dheeraj K. Singhal  
Printed name of attorney for Debtor, if any

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

8/1/2016  
Date

/s/ Dennis D. Windscheffel  
Signature of Debtor

**List of Exhibits**

- Exhibit A: Declarations of current/postpetition income and expenses, prepared as of 8/1/2016. List of expenses shall include a list of proposed plan payments
- Exhibit B: Schedules A and B, as adjusted to provide liquidation values and with appendices describing valuation methods
- Exhibit C: General unsecured claims (*indicate next to each creditor whether or not claims are disputed*) (Class 6)
- Exhibit D: Ballot
- Exhibit E: Executory contracts and unexpired leases to be assumed
- Exhibit F: Stipulation RE: Treatment of Secured Creditor's Claim - 39948 North Shore Dr., Fawnskin, CA 92333
- Exhibit G: Stipulation RE: Treatment of Secured Creditor's Claim - 1156 Teton Drive, Big Bear Lake, CA 92315

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



# Exhibit A

Fill in this information to identify your case:

Debtor 1 Dennis D Windscheffel

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number 2:15-bk-19933-SK  
(If known)

Check if this is:

An amended filing

A supplement showing postpetition chapter 13 income as of the following date:  
8/01/2016  
MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. <b>Fill in your employment information.</b>		Debtor 1	Debtor 2 or non-filing spouse
	If you have more than one job, attach a separate page with information about additional employers.	<input type="checkbox"/> Employed <input checked="" type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input checked="" type="checkbox"/> Not employed
	<b>Employment status</b>		
	<b>Occupation</b>	<u>Retired</u>	<u>Retired</u>
Include part-time, seasonal, or self-employed work.	<b>Employer's name</b>	_____	_____
Occupation may include student or homemaker, if it applies.	<b>Employer's address</b>	_____	_____
	<b>How long employed there?</b>	_____	_____

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. <b>List monthly gross wages, salary, and commissions</b> (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. \$ <u>0.00</u>	\$ <u>0.00</u>
3. <b>Estimate and list monthly overtime pay.</b>	3. +\$ <u>0.00</u>	+\$ <u>0.00</u>
4. <b>Calculate gross income.</b> Add line 2 + line 3.	4. \$ <u>0.00</u>	\$ <u>0.00</u>

Debtor 1 Dennis D Windscheffel

Case number (if known) 2:15-bk-19933-SK

	For Debtor 1	For Debtor 2 or non-filing spouse
4. <b>Copy line 4 here</b> .....	\$ 0.00	\$ 0.00
<b>5. List all payroll deductions:</b>		
5a. <b>Tax, Medicare, and Social Security deductions</b>	\$ 0.00	\$ 0.00
5b. <b>Mandatory contributions for retirement plans</b>	\$ 0.00	\$ 0.00
5c. <b>Voluntary contributions for retirement plans</b>	\$ 0.00	\$ 0.00
5d. <b>Required repayments of retirement fund loans</b>	\$ 0.00	\$ 0.00
5e. <b>Insurance</b>	\$ 0.00	\$ 0.00
5f. <b>Domestic support obligations</b>	\$ 0.00	\$ 0.00
5g. <b>Union dues</b>	\$ 0.00	\$ 0.00
5h. <b>Other deductions.</b> Specify: _____	\$ 0.00	\$ 0.00
6. <b>Add the payroll deductions.</b> Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	\$ 0.00	\$ 0.00
7. <b>Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	\$ 0.00	\$ 0.00
<b>8. List all other income regularly received:</b>		
8a. <b>Net income from rental property and from operating a business, profession, or farm</b> Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	\$ 2,400.00	\$ 0.00
8b. <b>Interest and dividends</b>	\$ 0.00	\$ 0.00
8c. <b>Family support payments that you, a non-filing spouse, or a dependent regularly receive</b> Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	\$ 0.00	\$ 0.00
8d. <b>Unemployment compensation</b>	\$ 0.00	\$ 0.00
8e. <b>Social Security</b>	\$ 2,960.00	\$ 1,200.00
8f. <b>Other government assistance that you regularly receive</b> Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	\$ 0.00	\$ 0.00
8g. <b>Pension or retirement income</b>	\$ 5,975.00	\$ 900.00
8h. <b>Other monthly income.</b> Specify: _____	\$ 0.00	\$ 0.00
9. <b>Add all other income.</b> Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	\$ 11,335.00	\$ 2,100.00
10. <b>Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	\$ 11,335.00	\$ 2,100.00
11. <b>State all other regular contributions to the expenses that you list in Schedule J.</b> Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in <i>Schedule J</i> . Specify: _____		11. +\$ 0.00
12. <b>Add the amount in the last column of line 10 to the amount in line 11.</b> The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		12. \$ 13,435.00
<b>Combined monthly income</b>		
13. <b>Do you expect an increase or decrease within the year after you file this form?</b>		
<input type="checkbox"/> No.		
<input checked="" type="checkbox"/> Yes. Explain:	Debtor began receiving social security income in July 2016. His net retirement proceeds will be reduced commensurately. The net income will decrease as income producing properties are sold.	

# Exhibit B

Fill in this information to identify your case:

Debtor 1 Dennis D Windscheffel  
 Debtor 2 \_\_\_\_\_  
 (Spouse, if filing)  
 United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA  
 Case number 2:15-bk-19933-SK  
 (If known)

Check if this is:

- An amended filing
- A supplement showing postpetition chapter 13 expenses as of the following date:  
8/01/2016  
 MM / DD / YYYY

Official Form 106J

**Schedule J: Your Expenses**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Your Household**

1. Is this a joint case?

- No. Go to line 2.
- Yes. Does Debtor 2 live in a separate household?
  - No
  - Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. Do you have dependents?  No

Do not list Debtor 1 and Debtor 2.

Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
		<input type="checkbox"/> No
		<input type="checkbox"/> Yes
		<input type="checkbox"/> No
		<input type="checkbox"/> Yes
		<input type="checkbox"/> No
		<input type="checkbox"/> Yes
		<input type="checkbox"/> No
		<input type="checkbox"/> Yes

3. Do your expenses include expenses of people other than yourself and your dependents?  No  Yes

**Part 2: Estimate Your Ongoing Monthly Expenses**

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 2,433.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 0.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 93.00

Debtor 1 Dennis D Windscheffel

Case number (if known) 2:15-bk-19933-SK

<b>6. Utilities:</b>		
6a. Electricity, heat, natural gas	6a. \$	550.00
6b. Water, sewer, garbage collection	6b. \$	250.00
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	400.00
6d. Other. Specify: _____	6d. \$	0.00
<b>7. Food and housekeeping supplies</b>		7. \$
<b>8. Childcare and children's education costs</b>		8. \$
<b>9. Clothing, laundry, and dry cleaning</b>		9. \$
<b>10. Personal care products and services</b>		10. \$
<b>11. Medical and dental expenses</b>		11. \$
<b>12. Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.		12. \$
<b>13. Entertainment, clubs, recreation, newspapers, magazines, and books</b>		13. \$
<b>14. Charitable contributions and religious donations</b>		14. \$
<b>15. Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$	475.00
15b. Health insurance	15b. \$	160.00
15c. Vehicle insurance	15c. \$	140.00
15d. Other insurance. Specify: <u>Supplemental Health Insurance</u>	15d. \$	502.51
<b>16. Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: <u>Estimated taxes from dividends</u>		16. \$
<b>17. Installment or lease payments:</b>		
17a. Car payments for Vehicle 1	17a. \$	0.00
17b. Car payments for Vehicle 2	17b. \$	0.00
17c. Other. Specify: _____	17c. \$	0.00
17d. Other. Specify: _____	17d. \$	0.00
<b>18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>		18. \$
<b>19. Other payments you make to support others who do not live with you.</b> Specify: _____		19. \$
<b>20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>		
20a. Mortgages on other property	20a. \$	1,370.00
20b. Real estate taxes	20b. \$	354.95
20c. Property, homeowner's, or renter's insurance	20c. \$	95.00
20d. Maintenance, repair, and upkeep expenses	20d. \$	100.00
20e. Homeowner's association or condominium dues	20e. \$	0.00
21. <b>Other:</b> Specify: <u>Gardener</u>	21. +\$	80.00
<u>Pool Maintenance</u>	+\$	95.00
<u>Utilities on vacation home</u>	+\$	366.00
<u>Chapter 11 Plan Payment</u>	+\$	1,750.00
<b>22. Calculate your monthly expenses</b>		
22a. Add lines 4 through 21.	\$	13,414.46
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$	
22c. Add line 22a and 22b. The result is your monthly expenses.	\$	13,414.46
<b>23. Calculate your monthly net income.</b>		
23a. Copy line 12 ( <i>your combined monthly income</i> ) from Schedule I.	23a. \$	13,435.00
23b. Copy your monthly expenses from line 22c above.	23b. -\$	13,414.46
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	20.54
<b>24. Do you expect an increase or decrease in your expenses within the year after you file this form?</b> For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?		
<input type="checkbox"/> No.		
<input checked="" type="checkbox"/> Yes.		
Explain here: Debtor began receiving social security income in July 2016. His net retirement proceeds will be reduced commensurately. The net income will decrease as income producing properties are sold.		

**Fill in this information to identify your case and this filing:**

Debtor 1 Dennis D Windscheffel  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number 2:15-bk-19933-SK

Check if this is an amended filing

Official Form 106A/B  
**Schedule A/B: Property**

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In**

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.  
 Yes. Where is the property?

1.1

1604 Siwanoy Drive  
Street address, if available, or other description

Alhambra CA 91803-0000  
City State ZIP Code

Los Angeles  
County

**What is the property?** Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other \_\_\_\_\_

**Who has an interest in the property?** Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

<b>Current value of the entire property?</b>	<b>Current value of the portion you own?</b>
\$715,000.00	\$715,000.00

**Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.**

Fee simple

**Check if this is community property**  
(see instructions)

**Other information you wish to add about this item, such as local property identification number:**

Primary Residence

Debtor 1 Dennis D Windscheffel

Case number (if known) 2:15-bk-19933-SK

If you own or have more than one, list here:

1.2

1156 Teton Drive

Street address, if available, or other description

Big Bear Lake CA 92315-0000

City State ZIP Code

San Bernardino

County

What is the property? Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other \_\_\_\_\_

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Vacation Home

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

<b>Current value of the entire property?</b>	<b>Current value of the portion you own?</b>
\$420,000.00	\$420,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee simple

Check if this is community property (see instructions)

If you own or have more than one, list here:

1.3

10350 Stone Court

Street address, if available, or other description

Mentone CA 92359-0000

City State ZIP Code

San Bernardino

County

What is the property? Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other \_\_\_\_\_

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Rental Property

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

<b>Current value of the entire property?</b>	<b>Current value of the portion you own?</b>
\$285,000.00	\$285,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee simple

Check if this is community property (see instructions)



Debtor 1 Dennis D Windscheffel

Case number (if known) 2:15-bk-19933-SK

1.4 If you own or have more than one, list here:

43606 Yosemite Dr.  
Street address, if available, or other description

Big Bear Lake CA 92315-0000  
City State ZIP Code

San Bernardino  
County

**What is the property?** Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other \_\_\_\_\_

**Who has an interest in the property?** Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

**Other information you wish to add about this item, such as local property identification number:**

Vacation Rental Property

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

<b>Current value of the entire property?</b>	<b>Current value of the portion you own?</b>
<u>\$535,000.00</u>	<u>\$535,000.00</u>

**Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.**

Fee simple

**Check if this is community property** (see instructions)

1.5 If you own or have more than one, list here:

39948 North Shore Drive  
Street address, if available, or other description

Fawnskin CA 92333-0000  
City State ZIP Code

San Bernardino  
County

**What is the property?** Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other \_\_\_\_\_

**Who has an interest in the property?** Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

**Other information you wish to add about this item, such as local property identification number:**

Vacation Rental Property

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

<b>Current value of the entire property?</b>	<b>Current value of the portion you own?</b>
<u>\$495,000.00</u>	<u>\$495,000.00</u>

**Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.**

Fee simple

**Check if this is community property** (see instructions)

Debtor 1 Dennis D Windscheffel

Case number (if known) 2:15-bk-19933-SK

1.6 If you own or have more than one, list here:

38620 North Shore Drive
Street address, if available, or other description

Fawnskin CA 92333-0000
City State ZIP Code

San Bernardino
County

What is the property? Check all that apply

- Single-family home
Duplex or multi-unit building
Condominium or cooperative
Manufactured or mobile home
Land
Investment property
Timeshare
Other

Who has an interest in the property? Check one

- Debtor 1 only
Debtor 2 only
Debtor 1 and Debtor 2 only
At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Vacation Rental Property

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property? \$480,000.00
Current value of the portion you own? \$480,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee simple

Check if this is community property (see instructions)

1.7 If you own or have more than one, list here:

Street address, if available, or other description

City State ZIP Code

County

What is the property? Check all that apply

- Single-family home
Duplex or multi-unit building
Condominium or cooperative
Manufactured or mobile home
Land
Investment property
Timeshare
Other

Who has an interest in the property? Check one

- Debtor 1 only
Debtor 2 only
Debtor 1 and Debtor 2 only
At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Burial Lot in Rose Hills, CA

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property? \$5,000.00
Current value of the portion you own? \$5,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Check if this is community property (see instructions)

Debtor 1 Dennis D Windscheffel

Case number (if known) 2:15-bk-19933-SK

1.8 If you own or have more than one, list here:

2536 Las Flores

Street address, if available, or other description

Alhambra CA 91803-0000

City State ZIP Code

Los Angeles

County

What is the property? Check all that apply

- Single-family home
Duplex or multi-unit building
Condominium or cooperative
Manufactured or mobile home
Land
Investment property
Timeshare
Other

Who has an interest in the property? Check one

- Debtor 1 only
Debtor 2 only
Debtor 1 and Debtor 2 only
At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property? \$510,000.00
Current value of the portion you own? \$0.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Legal Title Only

Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number:

Property Listed in Schedule A For Disclosure Purposes Only
Debtor and his spouse co-signed for loan obtained by Debtor's daughter and her husband to purchase this property. Daughter and her husband resides in property, paid the down payment and has made all payments to lender. Debtor has mere legal title; equitable title belongs to Debtor's daughter and her husband.

1.9 If you own or have more than one, list here:

601 Nelray Blvd.

Street address, if available, or other description

Austin TX 78751-0000

City State ZIP Code

Travis

County

What is the property? Check all that apply

- Single-family home
Duplex or multi-unit building
Condominium or cooperative
Manufactured or mobile home
Land
Investment property
Timeshare
Other

Who has an interest in the property? Check one

- Debtor 1 only
Debtor 2 only
Debtor 1 and Debtor 2 only
At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property? \$110,000.00
Current value of the portion you own? \$0.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Legal Title Only

Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number:

Property Listed in Schedule A For Disclosure Purposes Only
Debtor and his spouse co-signed for loan obtained by Debtor's son to purchase this property. Son lived in property while attending law school. Property is now a rental. Son paid the down payment and continues to pay the mortgage and property taxes. Debtor later paid off the secured lender as part of Debtor's refinancing of Debtor's real properties. Total loan amount paid off by Debtor was approximately \$43,825. Son is making payments of \$500 per month to Debtor to pay off balance.

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$2,935,000.00

Part 2: Describe Your Vehicles

Debtor 1 Dennis D Windscheffel

Case number (if known) 2:15-bk-19933-SK

**Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not?** Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

**3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

- No
- Yes

3.1 Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Approximate mileage: \_\_\_\_\_  
 Other information: \_\_\_\_\_

2001 Nissan Xterra, 130,000 Miles

**Who has an interest in the property?** Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

**Check if this is community property**  
 (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?** \_\_\_\_\_ **Current value of the portion you own?** \_\_\_\_\_

\$2,300.00 \$2,300.00

3.2 Make: Chevrolet  
 Model: Traverse  
 Year: 2013  
 Approximate mileage: \_\_\_\_\_  
 Other information: \_\_\_\_\_

Purchased with funds obtained from Chevrolet when it took back 2009 Chevrolet Traverse as a "lemon."

**Who has an interest in the property?** Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

**Check if this is community property**  
 (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?** \_\_\_\_\_ **Current value of the portion you own?** \_\_\_\_\_

\$30,000.00 \$30,000.00

**4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**

*Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories*

- No
- Yes

4.1 Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Other information: \_\_\_\_\_

Sea-Doo Speedster Boat with a trailer

**Who has an interest in the property?** Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

**Check if this is community property**  
 (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?** \_\_\_\_\_ **Current value of the portion you own?** \_\_\_\_\_

\$3,500.00 \$3,500.00

4.2 Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Other information: \_\_\_\_\_

Sea-Doo Jet Skis

**Who has an interest in the property?** Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

**Check if this is community property**  
 (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?** \_\_\_\_\_ **Current value of the portion you own?** \_\_\_\_\_

\$1,000.00 \$1,000.00

**5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>**

\$36,800.00

**Part 3: Describe Your Personal and Household Items**

**Do you own or have any legal or equitable interest in any of the following items?**

**Current value of the portion you own?**  
 Do not deduct secured claims or exemptions.

Debtor 1 Dennis D Windscheffel

Case number (if known) 2:15-bk-19933-SK

**6. Household goods and furnishings**

*Examples:* Major appliances, furniture, linens, china, kitchenware

No

Yes. Describe.....

Household Goods and Furnishings at Residence located at 1604 Siwanoy Dr., Alhambra, CA 91803
--

\$3,000.00

Household Goods and Furnishings located at vacation home, 1156 Teton, Big Bear Lake, CA 92315
---

\$2,000.00

**7. Electronics**

*Examples:* Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

No

Yes. Describe.....

**8. Collectibles of value**

*Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

No

Yes. Describe.....

Collection of old books (approx 50) Nominal value
--

Unknown

**9. Equipment for sports and hobbies**

*Examples:* Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

No

Yes. Describe.....

**10. Firearms**

*Examples:* Pistols, rifles, shotguns, ammunition, and related equipment

No

Yes. Describe.....

**11. Clothes**

*Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories

No

Yes. Describe.....

**12. Jewelry**

*Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

No

Yes. Describe.....

Personal jewelry, including wedding bands and costume jewelry.
--

\$3,000.00

**13. Non-farm animals**

*Examples:* Dogs, cats, birds, horses

No

Yes. Describe.....

**14. Any other personal and household items you did not already list, including any health aids you did not list**

No

Yes. Give specific information.....

Debtor 1 Dennis D Windscheffel

Case number (if known) 2:15-bk-19933-SK

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here .....

\$8,000.00
------------

**Part 4: Describe Your Financial Assets**

Do you own or have any legal or equitable interest in any of the following?

**Current value of the portion you own?**  
Do not deduct secured claims or exemptions.

**16. Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- No  
 Yes.....

Cash Balance in DIP Accounts	\$80,453.00
------------------------------------	-------------

**17. Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- No  
 Yes.....

Institution name:

17.1.	Joint Windscheffel Family Trust Account with Bank of America, Account ending #: 7689	\$650.00
-------	---	----------

**18. Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- No  
 Yes..... Institution or issuer name:

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**

- No  
 Yes. Give specific information about them.....

Name of entity:	% of ownership:	
Fitness Profile, Inc. (Company is insolvent: liabilities exceed assets)	100 %	Unknown

**20. Government and corporate bonds and other negotiable and non-negotiable instruments**

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders. Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

- No  
 Yes. Give specific information about them  
 Issuer name:

**21. Retirement or pension accounts**

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- No  
 Yes. List each account separately.

Type of account:	Institution name:	
	Prudential Retirement Account	\$79,689.47

Security Benefits: Variable Annuity. Approx value as of June 17, 2015: \$116,500	\$116,500.00
---	--------------

Debtor 1 Dennis D Windscheffel

Case number (if known) 2:15-bk-19933-SK

Variflex Variable Annuity \$138,522.37

Merrill Lynch- IRA for D Windscheffel \$129,901.37

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

- No
Yes. Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

- No
Yes. Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABL program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

- No
Yes. Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

- No
Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

- No
Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own? Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

- No
Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
Yes. Give specific information..

Debtor's son owes approximately \$30,000 to Debtor to repay Debtor for loan that he paid off on Debtor's son's property. Debtor's son is making payments of \$500 per month to payoff the loan. There is no formal loan agreement between Debtor and his son to document the loan.

Unknown

Debtor 1 Dennis D Windscheffel

Case number (if known) 2:15-bk-19933-SK

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

No

Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund value:

Whole Life Insurance with Hartford

\$0.00

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

No

Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

No

Yes. Describe each claim.....

Claim against Richfield Hotel Associates, LP, and, United Fire & Casualty Company for personal injuries sustained by Dennis D. Windscheffel as the result of an accident which occurred on or about January 31, 2011 near the intersection of I-494 East and Nicollet Ave. in Richfield, Minnesota. Debtor has reached settlement with responsible party and its insurer. Debtor will be making a motion under FRBP 9019 to approve settlement.

\$26,000.00

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

No

Yes. Describe each claim.....

35. Any financial assets you did not already list

No

Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$571,716.21

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

No. Go to Part 6.

Yes. Go to line 38.

Current value of the portion you own? Do not deduct secured claims or exemptions.

38. Accounts receivable or commissions you already earned

No

Yes. Describe.....

39. Office equipment, furnishings, and supplies

Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices

No

Yes. Describe.....



Debtor 1

Dennis D Windscheffel

Case number (if known)

2:15-bk-19933-SK

Old office file cabinets, printer and an old desk top computer

\$300.00

40. Machinery, fixtures, equipment, supplies you use in business, and tools of your trade

- No
Yes. Describe.....

41. Inventory

- No
Yes. Describe.....

42. Interests in partnerships or joint ventures

- No
Yes. Give specific information about them.....
Name of entity: % of ownership:

43. Customer lists, mailing lists, or other compilations

- No.
Do your lists include personally identifiable information (as defined in 11 U.S.C. § 101(41A))?
No
Yes. Describe.....

44. Any business-related property you did not already list

- No
Yes. Give specific information.....

45. Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here.....

\$300.00

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In. If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

- No. Go to Part 7.
Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?

- Examples: Season tickets, country club membership
No
Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here .....

\$0.00

Debtor 1 Dennis D Windscheffel

Case number (if known) 2:15-bk-19933-SK

**Part 8:** List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2 .....			\$2,935,000.00
56. Part 2: Total vehicles, line 5	\$36,800.00		
57. Part 3: Total personal and household items, line 15	\$8,000.00		
58. Part 4: Total financial assets, line 36	\$571,716.21		
59. Part 5: Total business-related property, line 45	\$300.00		
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00		
61. Part 7: Total other property not listed, line 54	+	\$0.00	
62. Total personal property. Add lines 56 through 61...	\$616,816.21	Copy personal property total	\$616,816.21
63. Total of all property on Schedule A/B. Add line 55 + line 62			\$3,551,816.21

**Best Case Bankruptcy**

Windscheffel, Dennis D

**Liquidation Summary**

Description	Total Amount	Real Property	Personal Prpty
Total Property Value	4,171,816.21	3,555,000.00	616,816.21
Less:			
Schedule D. Secured Claims	1,193,833.52	1,193,833.52	0.00
Non-Debtor Equity	220,000.00	220,000.00	0.00
Schedule C. Exemptions	681,813.21	180,000.00	501,813.21
Costs of Sale	284,400.00	284,400.00	0.00
	-----	-----	-----
Interest in Nonexempt Property	1,791,769.48	1,676,766.48	115,003.00
Less:			
Estimated Chapter 7 Admin Expenses	77,003.08		
Schedule E. Priority Claims	0.00		
	-----		
Available to General Unsecured	1,714,766.40		
Total General Unsecured	2,950,074.00		
Percent Distribution	58.13%		
Details:			
Unsecured from Schedule D	0.00	0.00	0.00
Unsecured from Schedule E	0.00		
Unsecured from Schedule F	2,950,074.00		
Property Cost of Sales:			
Real Property 8% of \$3,555,000.00	284,400.00		
Total Cost of Sales	284,400.00		

# Exhibit C

**Exhibit C**

**Class 6(a) General Unsecured Claims**

<b>Claimant</b>	<b>Scheduled Amount</b>	<b>Disputed</b>	<b>Proof of Claim Amount</b>	<b>Plan Amount</b>
Citibank/The Home Depot	\$195.00	N		\$195.00
Synchrony Bank	270.00	N	\$339.17 (Claim No. 7)	\$339.17
<b>Total</b>				<b>\$534.17</b>

**Class 6(b) General Unsecured Claims\***

<b>Claimant</b>	<b>Scheduled Amount</b>	<b>Disputed</b>	<b>Proof of Claim Amount</b>	<b>Plan Amount</b>
Montebello Unified School District	\$2,171,609.00	Y	\$2,843,926.96 (Claim No. 10)	\$2,843,926.96 (estimated)
Musick, Peeler & Garrett LLP	\$78,000	N	N/A	\$78,000

\* Class 6(b) consists of general unsecured claims, which includes non-bankruptcy litigation claims asserted by the Montebello Unified School District ("MUSD") and the outstanding fees owed to the law firm of Musick, Peeler & Garrett, LLP for legal services the firm has provided related to the litigation with the Montebello Unified School District.

Montebello Unified School District's claim is based on a judgment against the Debtor entered on March 30, 2015, in the Superior Court of California, County of Los Angeles, Case No. BC485485, *Montebello Unified School District v. Fitness Profile, Inc., et. al.* Debtor timely appealed the judgment on May 22, 2015. His appeal is currently pending in the California Court of Appeals, 4th District, Case No. B264341.

Debtor will be contesting any lien that may have been created by recording the MUSD judgment during the 90-day preference period. Debtor will intends to bring an adversary proceeding under Federal Rules of Bankruptcy Procedure 7001 to contest the judgment lien pursuant to 11 U.S.C. §547.

# Exhibit D

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DHEERAJ K. SINGHAL (SBN 217299)  
RYAN A. STUBBE (SBN 289074)  
**DCDM LAW GROUP, PC**  
35 N. LAKE AVE., SUITE 280  
PASADENA, CALIFORNIA 91101  
TELEPHONE: (626) 689-2407  
FACSIMILE: (626) 689-2205  
dksinghal@dcdmlawgroup.com  
rstubbe@dcdmlawgroup.com

Attorneys for Debtor  
DENNIS D. WINDSCHEFFEL

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re:  
  
DENNIS D. WINDSCHEFFEL,  
  
Debtor.

Case No. 2:15-bk-19933-SK  
  
Chapter 11 Case

**BALLOT FOR ACCEPTING OR REJECTING  
PLAN OF REORGANIZATION**

**Confirmation Hearing**

DATE: TBD  
TIME: TBD  
PLACE: 255 E. Temple Street  
Los Angeles, California  
COURTROOM: 1575

Official Form 314  
(12/15)

**United States Bankruptcy Court  
CENTRAL DISTRICT OF CALIFORNIA**

In re Dennis D Windscheffel ,

Debtor

Address 1604 Siwanoy Dr  
Alhambra, CA 91803

Last four digits of Social Security or Individual Tax-

Payer-Identification (ITIN) No(s)., (if any): xxx-xx-3590

Employer's Tax Identification No(s). (if any): \_\_\_\_\_

Case No. 2:15-bk-19933-SK

Chapter 11

Class [ ] Ballot for Accepting or Rejecting Plan of Reorganization

Debtor Dennis D. Windscheffel filed a plan of reorganization dated August 1, 2016 (the Plan) for the Debtor in this case. The Court has [conditionally] approved a disclosure statement with respect to the Plan (the Disclosure Statement). The Disclosure 15 Statement, you may obtain a copy from DCDM Law Group, PC, ATTN Dheeraj K. Singhal, 35 N. Lake Ave., Ste. 280, Pasadena, CA 91101, Telephone: (626) 689-2407, Telecopy: (626) 689-2205

Court approval of the disclosure statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in class [ ] under the Plan. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.**

**If your ballot is not received by DCDM Law Group, PC, ATTN Dheeraj K. Singhal, 35 N. Lake Ave., Ste. 280, Pasadena, CA 91101 on or before [date], and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**



Official Form 314  
(12/15)

Page 2

**Acceptance or Rejection of the Plan.**

The undersigned, the holder of a Class [ ] claim against the Debtor in the unpaid amount of Dollars (\$ )

*Check one box only*

- Accepts the plan**
- Rejects the plan**

Dated: \_\_\_\_\_

Print or type name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title (if corporation or partnership) \_\_\_\_\_

Address: \_\_\_\_\_

**Return this ballot to:**

**DCDM Law Group, PC**  
**ATTN Dheeraj K. Singhal**  
**35 N. Lake Ave., Ste. 280**  
**Pasadena, CA 91101**

# Exhibit E

**EXHIBIT E**

*Executory Contracts and Unexpired Leases to Be Assumed or Rejected*

A. Debtor assumes the following executory contracts and unexpired leases pursuant to the Plan:

**1. Property Management Contract**

Destination Big Bear, 604 W. Big Bear Blvd., Big Bear City, CA 92314

Property Management Contract for 43606 Yosemite Drive, Big Bear Lake, CA

Monthly Expense: \$278.00

**2. Stone Court Lease Agreement**

Shawn and Julie Neuman

Lease Agreement for 10350 Stone Court, Mentone, CA 92359

Monthly Income: \$1,695.00

B. Debtor reserves the right to modify the Plan to designate contracts or leases to be assumed at any time prior to the hearing on confirmation of the Plan. On the Effective Date, each of the unexpired leases and executory contracts so designated shall be assumed as obligations of the Debtor. The Confirmation Order shall constitute an order approving the assumption of each lease and contract. If you are a party to a lease or contract to be assumed and you object to the assumption of your lease or contract, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

C. Debtor does not have any executory contracts or unexpired leases that he intends to reject pursuant to this Plan. Any unexpired lease or executory contract not expressly rejected shall be deemed assumed as of the Effective Date. Debtor reserves the right to modify the Plan to designate certain contracts or leases for rejection at any

time prior to the hearing on confirmation of the Plan. The order confirming the Plan shall constitute an order approving the rejection of such leases and contracts. If you are a party to a contract or lease to be rejected and you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

# Exhibit F

CHRISTOPHER M. MCDERMOTT (SBN 253411)

cmcdermott@aldridgepite.com  
TODD S. GARAN (CA SBN 236878)

tgaran@aldridgepite.com  
**ALDRIDGE PITE, LLP**  
4375 Jutland Dr., Ste. 200  
P.O. Box 19734  
San Diego, CA 92177-9734  
Telephone: (858) 750-7600  
Facsimile: (619) 590-1385

Attorneys for Secured Creditor:  
CitiMortgage, Inc.

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION**

In re

DENNIS WINDSCHEFFEL,

Debtor and Debtor in  
Possession.

Case No. 2:15-bk-19933-SK

Chapter 11

**STIPULATION RE: TREATMENT OF  
CREDITOR’S CLAIM UNDER  
DEBTOR’S PROPOSED CHAPTER 11  
PLAN OF REORGANIZATION.**

**Subject Property:**

*39948 North Shore Drive  
Fawnskin, California 92333*

This Stipulation Regarding Treatment of Claim (“**Stipulation**”) is entered into by and between Secured Creditor, CitiMortgage, Inc. (“**Creditor**”), and Debtor, Dennis Windscheffel (“**Debtor**”), by and through their respective attorneys of record.

The property which is the subject of this matter is commonly known as 39948 North Shore Drive, Fawnskin, California 92333 (“**Subject Property**”), which is more fully described in the Deed of Trust attached hereto as Exhibit B and incorporated herein by this reference.

The Loan is evidenced by a promissory note dated July 20, 2011, executed by Debtor, and delivered to CitiBank, N.A. (“**Lender**”) in the principal sum of \$313,000.00 (the “**Note**”). A copy of the Note is attached hereto as **Exhibit A** and incorporated herein by reference.

The Note is secured by a 1<sup>st</sup> Deed of Trust (the “**Deed of Trust**”) granting Lender a security interest in the Subject Property, which is more fully described in the Deed of Trust. The Deed of

1 Trust was duly recorded in the official records of the San Bernardino County Recorder's office, State  
2 of California. A copy of the Deed of Trust is attached hereto as **Exhibit B** and incorporated herein  
3 by reference. The Note and Deed of Trust may be referred to herein collectively as the “**Loan.**”

4 Subsequently, all of Lender’s beneficial interest in the Loan as assigned and transferred to  
5 Creditor. The Note reflects that it’s endorsed in blank. A copy of the Assignment of Deed of Trust  
6 is attached hereto as **Exhibit C** and incorporated herein by this reference.

7 On or about June 22, 2015, Debtor filed the instant Chapter 11 bankruptcy petition in the  
8 Central District of California-Los Angeles Division, and was assigned bankruptcy case number 2:15-  
9 bk-19933-SK.

10 Creditor filed its Proof of Claim against Debtor’s bankruptcy estate and the Subject Property  
11 asserting a secured claim in the amount of \$287,687.42., which include pre-petition arrears in the  
12 amount of \$0.00. *See, Claim Number 4.*

13 **THE PARTIES STIPULATE AS FOLLOWS:**

14 1. The value of the Subject Property for purposes of Debtor’s Bankruptcy proceedings  
15 only shall be \$495,000.00.

16 2, Creditor’s claim (is successors and/or assigns), secured by the Subject Property, shall  
17 be fully secured, paid in full and Debtor’s Plan shall not alter or modify the legal, equitable, and  
18 contractual rights under the Loan (“**Secured Claim**”). Creditor’s Secured Claim shall be impaired  
19 pursuant to 11 U.S.C. §1124 only to the extent that Debtor shall cure the contractual arrears as set  
20 forth herein.

21 3. Debtor shall tender regular monthly contractual payments to Creditor (and/or its  
22 servicer) on the first day of each month for the Secured Claim commencing August 1, 2016 and  
23 continuing on the first day of each month thereafter until the Maturity Date under the Loan when all  
24 outstanding amounts owed on the Secured Claim, including any escrow payments and/or charges as  
25 required per the terms and provisions of this Stipulation and/or the Loan, are to be paid in full. The  
26 amount of the current contractual monthly payment is \$1,562.76; however, Debtor understands the  
27 amount of this payment may be subject to change per the Loan.

28 4. In addition to the regular contractual payment required under the Loan, Debtor shall

1 cure the total contractual arrears owing on Creditor's claim, which includes attorneys' fees and other  
2 costs incurred by Creditor in these proceedings to date in the amount of \$2,585.08, within 30 days  
3 from entry of the Order Confirming Debtor's Chapter 11 Plan. If the Debtor seeks to sell or  
4 refinance the Subject Property any time prior to curing the contractual arrears as set forth herein, all  
5 outstanding contractual arrears must also be paid in full at the time of any such sale and/or  
6 refinancing. Notwithstanding the foregoing, if Debtor misses any regular contractual and/or escrow  
7 payment, if applicable, after August 1, 2016 as required herein, said missed payments shall not be  
8 included in the arrears subject to this paragraph 3, but instead shall be considered a default under this  
9 Stipulation and subject to any and all penalties, interest or other fees and charges as required under  
10 the Loan.

11 5. Effective immediately, Debtor is required to pay any and all property taxes for the  
12 Subject Property when due and obtain and maintain real property insurance for the Subject Property  
13 that is also in accordance with any requirements set forth in the Deed of Trust. Debtor agrees to  
14 provide counsel for Creditor (and/or its servicer) proof of said insurance within 5 business days of  
15 executing this Stipulation, and upon reasonable request to verify compliance with this Stipulation.  
16 In the event Debtor fails to timely pay any property taxes or maintain insurance as required  
17 hereunder, then Creditor (and/or its servicer) may, in accordance with the Loan documents and  
18 applicable non-bankruptcy law, and its sole discretion: 1) pay the property taxes and/or obtain  
19 insurance for the Subject Property and thereafter require Debtor to tender monthly escrow payments  
20 to reimburse Creditor (and/or its servicer) for any and all real property taxes and/or insurance  
21 advances made by Creditor (and/or its servicer) for the Subject Property; and/or 2) treat any such  
22 failure to pay the property taxes when due and/or maintain insurance for the Subject Property as  
23 required hereunder a default of this Stipulation. In the event Creditor (and/or its servicer) requires  
24 Debtor to tender escrow payments for property taxes and/or insurance as required hereunder, Debtor  
25 shall tender such escrow payments on the first day of each month thereafter along with the regular  
26 monthly payment required by paragraph 5 of this Stipulation until the maturity date under the Loan  
27 at which time the Secured Claim and any outstanding escrow advances must be paid in full..

28 6. Except as otherwise expressly provided herein, all remaining terms of the Note and



1 Deed of Trust, which are incorporated herein by this reference, shall govern the treatment of  
2 Creditor's Secured Claim.

3 7. Pre-Confirmation Default: In the event of any default on any of the provisions of this  
4 Stipulation prior to confirmation of Debtor's Chapter 11 Plan, Creditor (and/or its servicer) shall  
5 provide written notice, via certified mail, to Debtor at the address noted on the Court Docket, and to  
6 Debtor's attorney of record, indicating the nature of default. If Debtor fails to cure the default or  
7 payment default with certified funds after the passage of thirty (30) calendar days from the date said  
8 written notice is placed in the mail as reflected on the certified receipt, then the Automatic Stay shall  
9 terminate, unless it has already been terminated by operation of law, and Creditor (and/or its  
10 servicer) may commence any and all action necessary to obtain complete possession of the Subject  
11 Property under the terms of the Loan and applicable state law, including but not limited to  
12 foreclosure thereof, without further notice, order, or proceeding of this Court.

13 8. Post-Confirmation Default. Upon confirmation of Debtor's Chapter 11 Plan, the  
14 Automatic Stay shall be deemed terminated as to the Debtor and estate, and Creditor will not longer  
15 be required to comply with paragraph 7 above. Instead, Creditor (and/or its servicer) will provide  
16 Debtor notice of any default related to the Stipulation in accordance with the Loan, and applicable  
17 state law and/or proceed with its remedies under the terms of the Loan and applicable state law,  
18 including but not limited to foreclosure of the Subject Property, without further notice, order, or  
19 proceeding of this Court.

20 9. Any forbearance by Creditor (and/or its servicer) in exercising any right or remedy,  
21 including, without limitation, Creditor (and/or its servicer) accepting payments from third persons,  
22 entities or successors in interest to Debtor, or in amounts less than the amount due, including as  
23 provided for under this Stipulation, shall not be a waiver of or preclude the Creditor's (and/or  
24 servicer) exercise of any right or remedy under the Stipulation, and/or Loan. The acceptance by  
25 Creditor (and/or servicer) of a late or partial payment shall not act as a waiver of Creditor's right to  
26 proceed hereunder or under the Loan documents.

27 10. In the event that Creditor is granted relief from the automatic stay, the parties hereby  
28 stipulate that the 14-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.

1 11. In the event the Debtor defaults under this Stipulation and Creditor (and/or its  
2 servicer) forwards a default letter to Debtor, Debtor shall be required to tender Creditor's reasonable  
3 attorneys' fees and costs for each default letter submitted, in addition to the default amount stated  
4 therein, in order to cure the default. Any notice of default that Creditor (and/or its servicer) provides  
5 Debtor and/or Debtor's attorneys pursuant to this Stipulation shall not be construed as a  
6 communication under the Fair Debt Collection Practices Act, 15 U.S.C. §1692.

7 12. At the request of the Creditor (and/or its servicer), the Debtor shall execute such  
8 documents and instruments as requested to reflect the Debtor as the borrower of the Secured Claim  
9 to conform with the provisions of the this Stipulation as Creditor (and/or its servicer) deems  
10 necessary.

11 13. Except as expressly provided herein, the Debtor waives any and all claims, causes of  
12 action, whether known or unknown, he currently has against Creditor, and its respective agents,  
13 parents, affiliates, subsidiaries, attorneys, predecessors, current and subsequent holders of the Loan,  
14 successors and assigns in relation to the Loan referenced herein and any and all agreements which  
15 exist between them regarding or relating to the Loan prior to the date of this Stipulation. This waiver  
16 includes Debtor's right to object to Creditor's Claim. The Debtor also releases Creditor and its  
17 respective agents, parents, affiliates, subsidiaries, attorneys, predecessors, current and subsequent  
18 holders of the Loan, successors and assigns from any liability in relation to the Loan prior to the date  
19 of this Stipulation.

20 14. In the event the Debtor seeks to sell the Subject Property at anytime prior to  
21 confirming his Chapter 11 Plan, as amended, or if Debtor's Chapter 11 Plan (including any  
22 amendments or modifications thereto) seeks to sell the Subject Property, Debtor shall be required to  
23 file a Motion to Sell on regular notice and Creditor shall be entitled to credit bid at any such sale in  
24 an amount not less than the full unmodified, original outstanding balance owing under the terms of  
25 the Loan and/or exercise any of its rights pursuant to 11 U.S.C. §§ 363(b), (f), (k) or  
26 1129(b)(2)(A)(ii) as applicable, and shall be permitted to receive proceeds from the sale of the  
27 Subject Property in an amount not less than the full unmodified, original outstanding balance owing  
28 under the terms of the Loan at said time.

1           15.     Nothing herein shall preclude or prevent Debtor from seeking, or the parties from  
2 discussing a potential loan modification with respect to the Loan, or subsequently entering into such  
3 agreement with Creditor (and/or its servicer) after execution of this Stipulation or confirmation of  
4 Debtor’s Plan; however, nothing in this Stipulation shall be construed to require or obligate Creditor  
5 (and/or its servicer) in any way to discuss, enter into, agree to enter into, offer or accept any such  
6 loan modification.

7           16.     Debtor shall be required to attach a copy of this Stipulation as an exhibit to any  
8 Chapter 11 Plan filed in this case, including any modifications or amendments thereto, and said Plan  
9 (including any modification and/or amendments thereto) shall expressly and fully incorporate by  
10 reference the terms and provisions of this Stipulation therein. In the event of a conflict between a  
11 provision of Debtor’s Plan and this Stipulation, the Stipulation shall control. Further, the terms and  
12 provisions of this Stipulation may not be modified, altered, or changed by the Chapter 11 Plan, any  
13 subsequently filed amended or modified Chapter 11 Plan of Reorganization and/or confirmation  
14 order on the foregoing without the express written consent of the Creditor.

15           17.     In the event the Debtor’s case is dismissed or converted to any other chapter under  
16 Title 11 of the United States Bankruptcy Code, Creditor shall retain its lien in the full, unmodified  
17 amount due under the Loan, Debtor will no longer be allowed to cure the delinquent contractual  
18 arrears as set forth herein, and the Automatic Stay shall be terminated without further notice, order  
19 or proceeding of the Court.

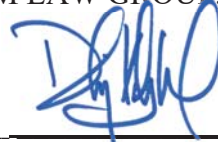
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18. In exchange for the forgoing, and upon entry an Order of the Court approving this Stipulation, Creditor shall provide a ballot voting in favor of the Debtor's Chapter 11 Plan of Reorganization, for the Secured Claim.

Dated: August 1, 2016

DCDM LAW GROUP, P.C.



By: \_\_\_\_\_  
Dheeraj K. Singhal  
Attorney for Debtor

Dated: \_\_\_\_\_, 2016

ALDRIDGE PITE, LLP

By: \_\_\_\_\_  
Todd S. Garan  
Attorneys for Creditor

# Exhibit G

CHRISTOPHER M. MCDERMOTT (SBN 253411)

cmcdermott@aldridgepite.com  
TODD S. GARAN (CA SBN 236878)

tgaran@aldridgepite.com  
**ALDRIDGE PITE, LLP**  
4375 Jutland Dr., Ste. 200  
P.O. Box 19734  
San Diego, CA 92177-9734  
Telephone: (858) 750-7600  
Facsimile: (619) 590-1385

Attorneys for Secured Creditor:  
CitiMortgage, Inc.

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION**

In re  
DENNIS WINDSCHEFFEL,  
  
Debtor and Debtor in  
Possession.

Case No. 2:15-bk-19933-SK  
Chapter 11

**STIPULATION RE: TREATMENT OF  
CREDITOR’S CLAIM UNDER  
DEBTOR’S PROPOSED CHAPTER 11  
PLAN OF REORGANIZATION.**

**Subject Property:**  
*1156 Teton Drive  
Big Bear Lake, California 92315*

This Stipulation Regarding Treatment of Claim (“**Stipulation**”) is entered into by and between Secured Creditor, CitiMortgage, Inc. (“**Creditor**”), and Debtor, Dennis Windscheffel (“**Debtor**”), by and through their respective attorneys of record.

The property which is the subject of this matter is commonly known as 1156 Teton Drive, Big Bear Lake, California 92315 (“**Subject Property**”), which is more fully described in the Deed of Trust attached hereto as Exhibit B and incorporated herein by this reference.

The Loan is evidenced by a promissory note dated July 20, 2011, executed by Debtor, and delivered to CitiBank, N.A. (“**Lender**”) in the principal sum of \$287,000.00 (the “**Note**”). A copy of the Note is attached hereto as **Exhibit A** and incorporated herein by reference.

The Note is secured by a 1<sup>st</sup> Deed of Trust (the “**Deed of Trust**”) granting Lender a security interest in the Subject Property, which is more fully described in the Deed of Trust. The Deed of

1 Trust was duly recorded in the official records of the San Bernardino County Recorder's office, State  
2 of California. A copy of the Deed of Trust is attached hereto as **Exhibit B** and incorporated herein  
3 by reference. The Note and Deed of Trust may be referred to herein collectively as the “**Loan.**”

4 Subsequently, all of Lender’s beneficial interest in the Loan as assigned and transferred to  
5 Creditor. The Note reflects that it’s endorsed in blank. A copy of the Assignment of Deed of Trust  
6 is attached hereto as **Exhibit C** and incorporated herein by this reference.

7 On or about June 22, 2015, Debtor filed the instant Chapter 11 bankruptcy petition in the  
8 Central District of California-Los Angeles Division, and was assigned bankruptcy case number 2:15-  
9 bk-19933-SK.

10 Creditor filed its Proof of Claim against Debtor’s bankruptcy estate and the Subject Property  
11 asserting a secured claim in the amount of \$262,168.10., which include pre-petition arrears in the  
12 amount of \$0.00. *See, Claim Number 5.*

13 **THE PARTIES STIPULATE AS FOLLOWS:**

14 1. The value of the Subject Property for purposes of Debtor’s Bankruptcy proceedings  
15 only shall be \$420,000.00.

16 2, Creditor’s claim (is successors and/or assigns), secured by the Subject Property, shall  
17 be fully secured, paid in full and Debtor’s Plan shall not alter or modify the legal, equitable, and  
18 contractual rights under the Loan (“**Secured Claim**”). Creditor’s Secured Claim shall be impaired  
19 pursuant to 11 U.S.C. §1124 only to the extent that Debtor shall cure the contractual arrears as set  
20 forth herein.

21 3. Debtor shall tender regular monthly contractual payments to Creditor (and/or its  
22 servicer) on the first day of each month for the Secured Claim commencing August 1, 2016 and  
23 continuing on the first day of each month thereafter until the Maturity Date under the Loan when all  
24 outstanding amounts owed on the Secured Claim, including any escrow payments and/or charges as  
25 required per the terms and provisions of this Stipulation and/or the Loan, are to be paid in full. The  
26 amount of the current contractual monthly payment is \$1,370.18; however, Debtor understands the  
27 amount of this payment may be subject to change per the Loan.

28 4. In addition to the regular contractual payment required under the Loan, Debtor shall

1 cure the total contractual arrears owing on Creditor's claim, which includes attorneys' fees and other  
2 costs incurred by Creditor in these proceedings to date in the amount of \$3,015.40 within 30 days  
3 from entry of the Order Confirming Debtor's Chapter 11 Plan. If the Debtor seeks to sell or  
4 refinance the Subject Property any time prior to curing the contractual arrears as set forth herein, all  
5 outstanding contractual arrears must also be paid in full at the time of any such sale and/or  
6 refinancing. Notwithstanding the foregoing, if Debtor misses any regular contractual and/or escrow  
7 payment, if applicable, after August 1, 2016 as required herein, said missed payments shall not be  
8 included in the arrears subject to this paragraph 3, but instead shall be considered a default under this  
9 Stipulation and subject to any and all penalties, interest or other fees and charges as required under  
10 the Loan.

11           5.       Effective immediately, Debtor is required to pay any and all property taxes for the  
12 Subject Property when due and obtain and maintain real property insurance for the Subject Property  
13 that is also in accordance with any requirements set forth in the Deed of Trust. Debtor agrees to  
14 provide counsel for Creditor (and/or its servicer) proof of said insurance within 5 business days of  
15 executing this Stipulation, and upon reasonable request to verify compliance with this Stipulation.  
16 In the event Debtor fails to timely pay any property taxes or maintain insurance as required  
17 hereunder, then Creditor (and/or its servicer) may, in accordance with the Loan documents and  
18 applicable non-bankruptcy law, and its sole discretion: 1) pay the property taxes and/or obtain  
19 insurance for the Subject Property and thereafter require Debtor to tender monthly escrow payments  
20 to reimburse Creditor (and/or its servicer) for any and all real property taxes and/or insurance  
21 advances made by Creditor (and/or its servicer) for the Subject Property; and/or 2) treat any such  
22 failure to pay the property taxes when due and/or maintain insurance for the Subject Property as  
23 required hereunder a default of this Stipulation. In the event Creditor (and/or its servicer) requires  
24 Debtor to tender escrow payments for property taxes and/or insurance as required hereunder, Debtor  
25 shall tender such escrow payments on the first day of each month thereafter along with the regular  
26 monthly payment required by paragraph 4 of this Stipulation until the maturity date under the Loan  
27 at which time the Secured Claim and any outstanding escrow advances must be paid in full.

28           6.       Except as otherwise expressly provided herein, all remaining terms of the Note and



1 Deed of Trust, which are incorporated herein by this reference, shall govern the treatment of  
2 Creditor's Secured Claim.

3 7. Pre-Confirmation Default: In the event of any default on any of the provisions of this  
4 Stipulation prior to confirmation of Debtor's Chapter 11 Plan, Creditor (and/or its servicer) shall  
5 provide written notice, via certified mail, to Debtor at the address noted on the Court Docket, and to  
6 Debtor's attorney of record, indicating the nature of default. If Debtor fails to cure the default or  
7 payment default with certified funds after the passage of thirty (30) calendar days from the date said  
8 written notice is placed in the mail as reflected on the certified receipt, then the Automatic Stay shall  
9 terminate, unless it has already been terminated by operation of law, and Creditor (and/or its  
10 servicer) may commence any and all action necessary to obtain complete possession of the Subject  
11 Property under the terms of the Loan and applicable state law, including but not limited to  
12 foreclosure thereof, without further notice, order, or proceeding of this Court.

13 8. Post-Confirmation Default. Upon confirmation of Debtor's Chapter 11 Plan, the  
14 Automatic Stay shall be deemed terminated as to the Debtor and estate, and Creditor will not longer  
15 be required to comply with paragraph 7 above. Instead, Creditor (and/or its servicer) will provide  
16 Debtor notice of any default related to the Stipulation in accordance with the Loan, and applicable  
17 state law and/or proceed with its remedies under the terms of the Loan and applicable state law,  
18 including but not limited to foreclosure of the Subject Property, without further notice, order, or  
19 proceeding of this Court.

20 9. Any forbearance by Creditor (and/or its servicer) in exercising any right or remedy,  
21 including, without limitation, Creditor (and/or its servicer) accepting payments from third persons,  
22 entities or successors in interest to Debtor, or in amounts less than the amount due, including as  
23 provided for under this Stipulation, shall not be a waiver of or preclude the Creditor's (and/or  
24 servicer) exercise of any right or remedy under the Stipulation, and/or Loan. The acceptance by  
25 Creditor (and/or servicer) of a late or partial payment shall not act as a waiver of Creditor's right to  
26 proceed hereunder or under the Loan documents.

27 10. In the event that Creditor is granted relief from the automatic stay, the parties hereby  
28 stipulate that the 14-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.

1 11. In the event the Debtor defaults under this Stipulation and Creditor (and/or its  
2 servicer) forwards a default letter to Debtor, Debtor shall be required to tender Creditor's reasonable  
3 attorneys' fees and costs for each default letter submitted, in addition to the default amount stated  
4 therein, in order to cure the default. Any notice of default that Creditor (and/or its servicer) provides  
5 Debtor and/or Debtor's attorneys pursuant to this Stipulation shall not be construed as a  
6 communication under the Fair Debt Collection Practices Act, 15 U.S.C. §1692.

7 12. At the request of the Creditor (and/or its servicer), the Debtor shall execute such  
8 documents and instruments as requested to reflect the Debtor as the borrower of the Secured Claim  
9 to conform with the provisions of the this Stipulation as Creditor (and/or its servicer) deems  
10 necessary.

11 13. Except as expressly provided herein, the Debtor waives any and all claims, causes of  
12 action, whether known or unknown, he currently has against Creditor, and its respective agents,  
13 parents, affiliates, subsidiaries, attorneys, predecessors, current and subsequent holders of the Loan,  
14 successors and assigns in relation to the Loan referenced herein and any and all agreements which  
15 exist between them regarding or relating to the Loan prior to the date of this Stipulation. This waiver  
16 includes Debtor's right to object to Creditor's Claim. The Debtor also releases Creditor and its  
17 respective agents, parents, affiliates, subsidiaries, attorneys, predecessors, current and subsequent  
18 holders of the Loan, successors and assigns from any liability in relation to the Loan prior to the date  
19 of this Stipulation.

20 14. In the event the Debtor seeks to sell the Subject Property at anytime prior to  
21 confirming his Chapter 11 Plan, as amended, or if Debtor's Chapter 11 Plan (including any  
22 amendments or modifications thereto) seeks to sell the Subject Property, Debtor shall be required to  
23 file a Motion to Sell on regular notice and Creditor shall be entitled to credit bid at any such sale in  
24 an amount not less than the full unmodified, original outstanding balance owing under the terms of  
25 the Loan and/or exercise any of its rights pursuant to 11 U.S.C. §§ 363(b), (f), (k) or  
26 1129(b)(2)(A)(ii) as applicable, and shall be permitted to receive proceeds from the sale of the  
27 Subject Property in an amount not less than the full unmodified, original outstanding balance owing  
28 under the terms of the Loan at said time.

1           15.     Nothing herein shall preclude or prevent Debtor from seeking, or the parties from  
2 discussing a potential loan modification with respect to the Loan, or subsequently entering into such  
3 agreement with Creditor (and/or its servicer) after execution of this Stipulation or confirmation of  
4 Debtor's Plan; however, nothing in this Stipulation shall be construed to require or obligate Creditor  
5 (and/or its servicer) in any way to discuss, enter into, agree to enter into, offer or accept any such  
6 loan modification.

7           16.     Debtor shall be required to attach a copy of this Stipulation as an exhibit to any  
8 Chapter 11 Plan filed in this case, including any modifications or amendments thereto, and said Plan  
9 (including any modification and/or amendments thereto) shall expressly and fully incorporate by  
10 reference the terms and provisions of this Stipulation therein. In the event of a conflict between a  
11 provision of Debtor's Plan and this Stipulation, the Stipulation shall control. Further, the terms and  
12 provisions of this Stipulation may not be modified, altered, or changed by the Chapter 11 Plan, any  
13 subsequently filed amended or modified Chapter 11 Plan of Reorganization and/or confirmation  
14 order on the foregoing without the express written consent of the Creditor.

15           17.     In the event the Debtor's case is dismissed or converted to any other chapter under  
16 Title 11 of the United States Bankruptcy Code, Creditor shall retain its lien in the full, unmodified  
17 amount due under the Loan, Debtor will no longer be allowed to cure the delinquent contractual  
18 arrears as set forth herein, and the Automatic Stay shall be terminated without further notice, order  
19 or proceeding of the Court.

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18. In exchange for the forgoing, and upon entry an Order of the Court approving this Stipulation, Creditor shall provide a ballot voting in favor of the Debtor's Chapter 11 Plan of Reorganization, for the Secured Claim.

Dated: August 1, 2016

DCDM LAW GROUP, P.C.



By: \_\_\_\_\_  
Dheeraj K. Singhal  
Attorney for Debtor

Dated: \_\_\_\_\_, 2016

ALDRIDGE PITE, LLP

By: \_\_\_\_\_  
Todd S. Garan  
Attorneys for Creditor