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7  
8 **UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

9 In re:

10 MOEER POURBRAHIM HAKIMI,

11 Debtor

Bk. No. 2:16-bk-10016-BR

In a Case Under Chapter  
11 of the Bankruptcy Code  
(11 U.S.C. § 1101 et seq.)

12 SECOND AMENDED DISCLOSURE STATEMENT  
13 DESCRIBING  
CHAPTER 11 PLAN OF REORGANIZATION

14  
15 Hearing re Disclosure Statement

16 Dates: September 28, 2016  
Time: 10:00 a.m.  
17 Ctrm: 1668 of the Hon. Barry Russell  
255 E. Temple St.  
18 Los Angeles, CA 90012

19  
20 Plan Confirmation Hearing

Complete This Section When Applicable

21 Date: November 29, 2016  
22 Time: 10:00 a.m.  
23 Ctrm: 1668

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I.

**INTRODUCTION**

MOEER POURBRAHIM HAKIMI ("Hakimi" or "Debtor") is the Debtor in a Chapter 11 bankruptcy case. On January 4, 2016, Hakimi commenced a bankruptcy case by filing a voluntary Chapter 11 petition under the United States Bankruptcy Code ("Code"), 11 U.S.C. §101 et seq. Chapter 11 allows the Debtor, and under some circumstances, creditors and other parties in interest, to propose a plan of reorganization ("Plan"). The Plan may provide for the Debtor to reorganize by continuing to operate, to liquidate by selling assets of the estate, or a combination of both. Hakimi is the party proposing the Plan sent to you in the same envelope as this document. **THE DOCUMENT YOU ARE READING IS THE DISCLOSURE STATEMENT FOR THE ENCLOSED PLAN.**

This is a reorganizing plan. In other words, the Proponent seeks to accomplish payments under the Plan, commencing on the first day of the month at least 14 days following entry of a confirmation order ("Effective Date"). This Disclosure Statement sometimes assumes uses September 1, 2016 as the Effective Date and August 31, 2021 as the end date, at least for purposes of projections or discussion, but the actual dates could be earlier or later. The Plan provides for Debtor to reorganize his affairs within this five-year period (the "Term").

**A. Purpose of This Document**

This Disclosure Statement summarizes what is in the Plan, and tells you certain information relating to the Plan and the process the Court follows in determining whether or not to confirm the Plan.

**READ THIS DISCLOSURE STATEMENT CAREFULLY IF YOU WANT TO KNOW ABOUT:**

- (1) WHO CAN VOTE OR OBJECT,**
- (2) WHAT THE TREATMENT OF YOUR CLAIM IS (i.e., what your claim will receive if the Plan is confirmed), AND HOW THIS TREATMENT COMPARES TO WHAT YOUR CLAIM WOULD RECEIVE IN LIQUIDATION,**
- (3) THE HISTORY OF THE DEBTOR AND SIGNIFICANT EVENTS DURING THE BANKRUPTCY,**

- 1           **(4) WHAT THINGS THE COURT WILL LOOK AT TO DECIDE WHETHER OR NOT TO**  
2           **CONFIRM THE PLAN,**  
3           **(5) WHAT IS THE EFFECT OF CONFIRMATION, AND**  
4           **(6) WHETHER THIS PLAN IS FEASIBLE.**

5           This Disclosure Statement cannot tell you everything about your rights. You should consider  
6 consulting your own lawyer to obtain more specific advice on how this Plan will affect you and what is the  
7 best course of action for you.

8           Be sure to read the Plan as well as the Disclosure Statement. If there are any inconsistencies  
9 between the Plan and the Disclosure Statement, the Plan provisions will govern.

10           The Code requires a Disclosure Statement to contain “adequate information” concerning the  
11 Plan. The Bankruptcy Court (“Court”) has approved this document as an adequate Disclosure Statement,  
12 containing enough information to enable parties affected by the Plan to make an informed judgment about  
13 the Plan. Any party can now solicit votes for or against the Plan.

14 **B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing**

15           THE COURT HAS NOT YET CONFIRMED THE PLAN DESCRIBED IN THIS DISCLOSURE  
16 STATEMENT. IN OTHER WORDS, THE TERMS OF THE PLAN ARE NOT YET BINDING ON ANYONE.  
17 HOWEVER, IF THE COURT LATER CONFIRMS THE PLAN, THEN THE PLAN WILL BE BINDING ON  
18 THE DEBTOR AND ON ALL CREDITORS AND INTEREST HOLDERS IN THIS CASE.

19           **1. Time and Place of the Confirmation Hearing**

20           The hearing where the Court will determine whether or not to confirm the Plan will take place on  
21 November 29, 2016, at 10:00 a.m., in Courtroom 1668 of the Hon. Barry Russell, United States  
22 Bankruptcy Court, 255 E. Temple Street, Los Angeles, CA 90012.

23           **2. Deadline for Voting For or Against the Plan**

24           If you are entitled to vote, it is in your best interest to timely vote on the enclosed ballot and return  
25 the ballot in the enclosed envelope by mail, email and/or fax to Mark E. Goodfriend, Law Offices of Mark  
26 E. Goodfriend or Rachel S. Milman, Law Offices of Rachel S. Ruttenberg , 16055 Ventura Blvd. #800,

1 Encino, CA 91436-2610, fax: (818) 783-5445 or markgoodfriend@yahoo.com or  
2 rachelsmilman@gmail.com.

3 Your ballot must be received by 5:00 p.m, PST on November 1, 2016 or it will not be counted.

4 **3. Deadline for Objecting to the Confirmation of the Plan**

5 Objections to the confirmation of the Plan must be filed with the Court and served on counsel for

6 Debtor, Mark E. Goodfriend, Law Offices of Mark E. Goodfriend and/or Rachel S. Milman,  
7 Law Offices of Rachel S. Ruttenberg , 16055 Ventura Blvd. #800, Encino, CA 91436-2610;  
8 fax: (818) 783-5445; email:markgoodfriend@yahoo.com or rachelsmilman@gmail.com. by  
9 November 1, 2016.

10 **4. Identity of Person to Contact for More Information Regarding the Plan**

11 Any interested party desiring further information about the Plan should contact Mark Goodfriend  
12 or Rachel S. Milman at the address, telephone and/or email set forth at the beginning of this document.

13 **C. Disclaimer**

14 The financial data relied upon in formulating the Plan is based on Debtor's books and records and  
15 projections and historical financial statements. The information contained in this Disclosure Statement is  
16 provided by Debtor. The Plan Proponent represents that everything stated in the Disclosure Statement is  
17 true to the Proponent's best knowledge. The Court has not yet determined whether or not the Plan is  
18 confirmable and makes no recommendation as to whether or not you should support or oppose the Plan.

19 **II.**

20 **BACKGROUND**

21 **A. Description and History of the Debtor's Business**

22 The debtor is an individual.

23 The debtor is in the business of printing and copying (e.g., brochures, business cards, etc.) The  
24 business is operated by a subchapter S corporation owned by Debtor and his wife, of which they are also  
25 employees. The debtor has been in this business for more than 30 years.  
26

1 Debtor also drives for Uber part-time and owns a condominium in Nevada and a majority interest  
2 in a limited liability company which owns another condominium in Nevada.

3 **B. Principals/Affiliates of Debtor's Business**

4 Debtor is married to Mitra Hakimi and they have two adult children, who are not living with them.

5 **C. Management of the Debtor Before and After the Bankruptcy**

6 Management of the Debtor's business affairs has remained the same before and after the  
7 bankruptcy filing and has been by Debtor Moeer Hakimi.

8 **D. Events Leading to Chapter 11 Filing**

9 Here is a brief summary of the circumstances that led to the filing of this Chapter 11 case:

10 Debtor fell behind in his mortgage payments and attempted to obtain a loan modification, but the  
11 holder of the first deed of trust refused to a loan modification and sought to foreclose. (See also below.)  
12

13 **E. Significant Events During the Bankruptcy**

14 **1. Bankruptcy Proceedings**

15 The following is a list of significant events which have occurred during this case:

16 This bankruptcy case was commenced with the filing of an emergency Voluntary Petition on  
17 January 4, 2016. On February 9 and 10, 2016, Debtor completed his Petition with the filing his Schedules  
18 and other required papers. Debtor and his counsel attended the initial debtor interview on or about  
19 January 20, 2016, and the 341(a) meeting of creditors on February 11, 1016.

20 Motion to Employ Professionals

21 **1. Mark Goodfriend and Rachel Milman as General Bankruptcy Counsel**

22 On February 3, 2016, Debtor filed an Application to Employ Mark Goodfriend and Rachel Milman  
23 as General Bankruptcy Counsel for Debtor and filed a Notice of Motion for an Order approving such  
24 employment without a hearing. No objection was filed to the Motion, and an order approving counsel's  
25 employment will be lodged shortly.



1           2. Monthly Operating Reports

2           Debtor has filed Monthly Operating Reports each month which account for all monies received by  
3 Debtor and spent by Debtor as follows: On February 16, 2016, Debtor filed his Monthly Operating Report  
4 for January 2016.

5           3. Miscellaneous Motions and Matters

6                 Claims Bar Date

7           On September 28, 2016, the Court set November 15, 2016 the last date on which to file a Proof  
8 of Claim. On September 30, 2016, Debtor filed and served a Notice of Bar Date for Proofs of Claims.

9                 Motion to Value

10          Debtor may file a motion to value the real property located at 10364 Eastborne Ave., Los  
11 Angeles, CA 90024.

12          Plan and Disclosure Statement

13          Debtor anticipates that a hearing or deadline for approval of the Disclosure Statement will be set  
14 at the hearing on March 22, 2016.

15                 **2. Other Legal Proceedings**

16          In addition to the proceedings discussed above, the Debtor is currently involved in the following  
17 non-bankruptcy legal proceedings:

18                 Litigation with Wells Fargo Bank

19          On December 31, 2015, Debtor filed a lawsuit in the Los Angeles Superior Court, as Case No.  
20 BC 605791, against, inter alia, Wells Fargo Bank and U.S. Bank, as Trustee, to enjoin the foreclosure  
21 sale then scheduled for January 4, 2016, for damages for breach of contract and for other relief. On  
22 December 31, 2015, an ex parte application for a temporary restraining order was filed and denied. The  
23 lawsuit remains pending, with a Case Management Conference set for May 5, 2016.

24                 **3. Actual and Projected Recovery of Preferential or Fraudulent Transfers**

1           **\$0.00** is estimated to be realized from the recovery of fraudulent and preferential transfers. The  
2 following is a summary of the fraudulent conveyance and preference actions filed or to be filed in this  
3 case:

4           **None.**

5           **4. Procedures Implemented to Resolve Financial Problems**

6           To attempt to fix the problems that led to the bankruptcy filing, Debtor has implemented the  
7 following procedures: increasing income, decreasing expenses, saving; attempting to negotiate a loan  
8 modification and suing lenders over, inter alia, refusal to do so.

9           **5. Current and Historical Financial Conditions**

10           The identity and fair market value of the estate's assets are listed in Exhibit A. These values are  
11 based upon Debtor's own knowledge and expertise, as well as his consultations with professionals.

12           See also the Debtor's financial history as set forth in Exhibit B hereto. Debtor projects that his  
13 income will be approximately as set forth in Schedules I and J, a net of approximately \$1,237 per month.

14   **III.**

15   **SUMMARY OF THE PLAN OF REORGANIZATION**

16 **A. What Creditors and Interest Holders Will Receive Under the Proposed Plan**

17           As required by the Bankruptcy Code, the Plan classifies claims and interests in various  
18 classes according to their right to priority. The Plan states whether each class of claims or interests is  
19 impaired or unimpaired. The Plan provides the treatment each class will receive.

20           The term of this Plan is five years – from approximately September 1, 2016 through August 31,  
21 2021. All leases shall be deemed assumed on and as of the Effective Date.

22           Secured loans shall be deemed modified as provided in the Plan (including but not limited to new  
23 interest rates, new monthly payment amounts of principal and interest, new maturity dates, cure of  
24 existing defaults within 5 years), but except as modified by the Plan, all other terms of each secured loan  
25 shall be in full force and effect, and the secured creditor shall have all rights and remedies provided under  
26 the loan documents (e.g., to record a notice of default under Calif. Civ. Code Sec. 2924 et seq. if the new  
27 monthly payments are not made). Should Debtor default under the Plan during the Term of the Plan, the

1 secured creditor may move for conversion, dismissal or other remedies or may exercise other remedies  
2 under the loan documents as so modified (e.g., foreclosure).

3 Debtor proposes to pay secured claims in full. As to unsecured claims, on March 2, 2016, Wells  
4 Fargo Bank filed an unsecured claim for \$198,290 (Claim No. 3). Debtor may object to this claim and/or  
5 amend the pending state court lawsuit (against Wells Fargo, among others) to include a challenge to this  
6 claim. If a Stipulation regarding this claim is not reached and if this claim is allowed in full, then, this Plan  
7 proposes to pay all unsecured claims at a discount – i.e., at the rate of at least 25 cents on the dollar).

## 8 **B. Unclassified Claims**

9 Certain types of claims are not placed into voting classes; instead they are unclassified. They are  
10 not considered impaired and they do not vote on the Plan because they are automatically entitled to  
11 specific treatment provided for them in the Bankruptcy Code. The Proponent has not deemed any claims  
12 to be unclassified at this time.

### 13 **1. Administrative Expenses**

14 Administrative expenses are claims for costs or expenses of administering the Debtor's Chapter  
15 11 case which are allowed under Code section 507(a)(1). The Code requires that all administrative  
16 claims be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different  
17 treatment.

18 The following chart lists all of the Debtor's § 507(a)(1) administrative claims and their treatment  
19 under the Plan. (see Exhibit F for detailed information about each administrative expense claim):

#### 20 Court Approval of Fees Required:

21 The Court must rule on all fees listed in this chart before the fees will be owed. For all fees except  
22 Clerk's Office fees and U.S. Trustee's fees, the professional in question must file and serve a properly  
23 noticed fee application and the Court must rule on the application. Only the amount of fees allowed by  
24 the Court will be owed and required to be paid under this Plan.

25 Debtor will need to pay up to approximately \$1,000.00 of administrative claims on the Effective  
26 Date of the Plan (\$350 in attorney's fees and \$650 in U.S. Trustee fees)

<u>Name</u>	<u>Amount Owed</u>	<u>Treatment</u>
Law Offices of Mark E. Goodfriend Law Offices of Rachel S. Ruttenberg Milman	\$15,000.00 (estimated)	To be paid by agreement between Debtor and counsel no later than within 5 years of the Effective Date, payable monthly at the rate of at least \$250 per month to the extent that cash flow permits, commencing on the later of (a) the Effective Date of the Plan or (b) Court approval of fees (the "Commencement Date")
Special Litigation Counsel	\$5,000 (estimated)	To be paid by agreement between Debtor and counsel no later than within 5 years of the Effective Date, at the rate of at least \$100 per month to the extent that cash flow permits, commencing on the later of (a) the Effective Date of the Plan or (b) Court approval of fees (the "Commencement Date")
Clerk's Office Fees	0.00 (estimated)	Paid when due
Office of the U.S. Trustee Fees	\$650.00 (estimated)	Paid when due. Quarterly fees shall be paid until a final decree is entered or the case is dismissed or converted.
	<b>TOTAL:\$20,650.00</b>	

**2. Priority Tax Claims**

Priority tax claims are certain unsecured income, employment and other taxes described by Code Section 507(a)(8). The Code requires that each holder of such a 507(a)(8) priority tax claim receive the present value of such claim in deferred cash payments, over a period not exceeding six years from the date of the assessment of such tax.

The following chart lists all of the Debtor's Section 507(a)(8) priority tax claims and their treatment under the Plan:

<u>Description</u>	<u>Amount Owed</u>	<u>Treatment</u>
• Name = INTERNAL REVENUE SERVICE	Amount	The IRS will be paid in full, not later than 5

<ul style="list-style-type: none"><li>Type of tax = Income Taxes</li><li></li></ul>	claimed: \$2,600.00	years after the petition date, at the rate of at least \$50.00 per month  Until paid, the tax owed will accrue interest at the governmental rate of 3%.
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**C. Classified Claims and Interests**

**1. Classes of Secured Claims**

Secured claims are claims secured by liens on property of the estate. The following charts list all classes containing Debtor's secured pre-petition claims and their treatment under this Plan.

**a. Class 1 – Claim of U.S. Bank, as Trustee for Wells Fargo Asset Securities Corp, Mortgage Pass-Through Certificates, Series 2004-4, secured by First Deed of Trust Against 10364 Eastborne Avenue, Los Angeles, CA (the “Eastborne Property” or the “Property”)**

**(1) Overview**

Debtor and his spouse purchased the Eastborne Property in 1986 for \$320,000 and have resided there continuously since then. In or about the late 1990s and early 2000s, two additional units were constructed at the rear of the Property, and since in or about 2003, Debtor has rented out those two units. (Rent has been \$2,000 per month for one unit and \$1,700 per month for the other. One or both units are currently vacant.)

In 2004, Debtor refinanced and took out a \$835,000 loan from Wells Fargo Bank secured by a new first deed of trust. That loan and deed of trust are now held by U.S. Bank, as Trustee for Wells Fargo Asset Securities Corp, Mortgage Pass-Through Certificates, Series 2004-4 (“U.S. Bank”).

In 2007, Debtor took out a line of credit with a credit limit of \$500,000 from Wells Fargo Bank, secured by a second deed of trust against the Eastborne Property (“Wells Fargo”).

Starting in or about November 2013, Debtor was unable to make mortgage payments due to, among other things, the recession and the loss of investment properties. On December 30, 2014, U.S.

1 Bank recorded a notice of default, and on July 6, 2015, recorded a Notice of Sale. Debtor repeatedly  
2 attempted to obtain a loan modification, but was denied one.

3 On December 31, 2015, Debtor filed a lawsuit against U.S. Bank and Wells Fargo and sought a  
4 temporary restraining order ("TRO") against the foreclosure sale then set for January 4, 2016. The  
5 application for a TRO was denied. This bankruptcy followed.

6 **(2) Proposed Plan Treatment**

7 Debtor and U.S. Bank have entered into a Stipulation Re: Treatment of Creditor's Claim, which  
8 was filed on September 27, 2016 as Doc 53 on the Court's Docket ("Stipulation"), and approved by the  
9 Court on October 5, 2016 (Doc 57), copies of which are attached hereto as Exhibits J and K , and  
10 together with the Exhibits to the Stipulation (Docs 53-1, 53-2 and 53-3), are incorporated herein by  
11 reference as if set forth in full.

12 U.S. Bank's secured claim shall be governed by and Debtor's Plan shall be subject to the  
13 Stipulation, which provides, among other things, as follows:

14 1. Debtor shall make regular monthly payments in the sum of \$5,006.25, plus escrow  
15 payments of \$846.02, or such other amount as may be required under the terms of the U.S. Bank loan,  
16 commencing September 1, 2016; and

17 2. Debtor shall make monthly arrearage payments in the sum of \$3,724.66 for five years,  
18 commencing on the first day of the month following confirmation of Debtor's Plan.

19 **b. Class 2 – Claim of Wells Fargo Bank secured by Second Deed of Trust Against**  
20 **10364 Eastborne Ave., Los Angeles, CA**

<u>CLASS</u> #	<u>DESCRIPTION</u>	<u>INSIDER</u> S (Y/N)	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>
2	Secured claim of: • Name = Wells Fargo Bank • Collateral description = 10364 Eastborne Ave., Los	N	Y Impaired;	If Debtor is unable to otherwise resolve the arrearage by the Effective Date, then any unpaid arrearage balance due as of the Effective date will be paid in full, with interest at the contractual interest rate,

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	<p>Angeles, CA 90024</p> <ul style="list-style-type: none"> <li>• Collateral value = \$1,530,000</li> <li>• Priority of security int. = 2nd D/T</li> <li>• Principal owed = \$499,829</li> <li>• Pre-pet. arrearage amount = \$34,888</li> <li>• Post-pet. arrearage amount = \$3,154</li> </ul> <p>Total pre-petition claim amount = ~\$534,817</p>		<p>claims in this class are entitled to vote on the Plan</p>	<p>within five years of the Effective Date as follows: at least \$250.00 per month for months 1-12, \$375.00 per month during for months 13-24, \$500.00 per month for months 25-36, \$625.00 per month for months 37-48, and the balance of the arrearage to be paid from months 49-60 in equal monthly installments.</p> <p>All payments due under the loan documents will resume as per loan documents as of the Effective Date. The current monthly mortgage payment is approximately \$1,577.14 per month for interest only. (Debtor will also continue to pay property insurance.)</p> <p>If debtor fails to make monthly payments required under the Plan or property taxes or insurance for more than fifteen (15) days after due or the time specified in the Plan, Secured Creditor may serve upon the Debtor and Debtor's attorney (if any) a written notice of the default. The debtor is in Material Default under the Plan if the debtor fails within thirty (30) days of the service of such notice of default either: (i) to cure the default; or (ii) to obtain from the court an extension of time to cure the default or a determination that no default occurred, in which case, Secured Creditor shall be entitled to exercise state law remedies (e.g., nonjudicial foreclosure).</p> <p>The source of payments to Secured Creditor will be Debtor's income and savings.</p>
--	--	--	--	--

**2. Classes of Priority Unsecured Claims**

Certain priority claims that are referred to in Code Sections 507(a)(3), (4), (5), (6), and (7) are required to be placed in classes. These types of claims are entitled to priority treatment as follows: the Code requires that each holder of such a claim receive cash on the Effective Date equal to the allowed amount of such claim. However, a class of unsecured priority claim holders may vote to accept deferred cash payments of a value, as of the Effective Date, equal to the allowed amount of such claims.

The following chart lists all classes containing Debtor's 507(a)(3), (a)(4), (a)(5), (a)(6), and (a)(7) priority unsecured claims and their treatment under this Plan (see Exhibit G for more detailed information about each priority unsecured claim). Lessee Depositors are current tenants of a rental property in the bankruptcy estate, for whom the Debtor is holding a security deposit. The following chart sets forth the Plan's proposed treatment of the class of Lessee Depositors:

<u>CLASS #</u>	<u>DESCRIPTION</u>	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>
3	Priority unsecured claim pursuant to 507(a)(7) <ul style="list-style-type: none"> <li>Total amt of claims = to be determined</li> </ul>	<b>N</b> Not Impaired; claims in this class are not entitled to vote on the plan	Lease Depositors, tenants who are not in default will have their leases assumed as of the Effective Date of the Plan and their lease deposits will be paid from funds on hand, if any deposit remains after move out. (As a practical matter, refunds of security deposits will be offset – or more than offset -- by new security deposits.)

**3. Class of General Unsecured Claims**

General unsecured claims are unsecured claims not entitled to priority under Code Section 507(a). The following chart identifies this Plan's treatment of the class containing all of Debtor's general unsecured claims (see Exhibit H for detailed information about each general unsecured claim):

<u>CLASS #</u>	<u>DESCRIPTION</u>	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>
4	General unsecured	<b>Y</b>	Will be paid at least 15% of face value over



	claims • Total amt of claims = ~\$358,000	Impaired; claims in this class are entitled to vote on the Plan	5 years as follows: at least \$500.00 per month for months 1-12, \$7500.00 per month for months 13-24, \$1,000.00 per month for months 25-36, \$1,250.00 per month for months 37-48, \$1,500 per month for months 49 - 60 and the balance, if any, at the end of month 60, required to bring total payments up to at least 15% of the allowed amount of each unsecured claim
	•		

Debtor reserves the right to object to unsecured Amended Claim No. 3 by Wells Fargo Bank (for \$328,167.91, filed 7/12/16) either in this Court, determined at or before the Plan Confirmation Hearing, or in state court (e.g., in the pending action, LASC Case No. BC605791), in which case this Court would reserve jurisdiction to modify the Plan based upon any state court adjudication. If Wells Fargo Bank will not object to Debtor's Plan, Debtor will likely not object to its Amended Claim No. 3.

**4. Class(es) of Interest Holders**

Interest holders are the parties who hold ownership interest (i.e., equity interest) in the Debtor. If the Debtor is a corporation, entities holding preferred or common stock in the Debtor are interest holders. If the Debtor is a partnership, the interest holders include both general and limited partners. If the Debtor is an individual, the Debtor is the interest holder. The following chart identifies the Plan's treatment of the Class of interest holders (see Exhibit I for more detailed information about each interest holder):

<u>CLASS #</u>	<u>DESCRIPTION</u>	<u>IMPAIRED (Y/N)</u>	<u>TREATMENT</u>
5	Interest holder - Debtor	<b>Debtor will not vote</b>	N/A

**D. Means of Effectuating the Plan**

**1. Funding for the Plan**

The plan will be funded by the following: Debtor's and Debtor's wife's salaries, income from the printing and copying business, miscellaneous income (e.g., Uber) and rental income from the real property of the Estate.

1           **2. Post-Confirmation Management**

2           Debtor will continue to work in his current employment in addition to managing the assets of the  
3 bankruptcy estate. In the event that Debtor is unable, or becomes unable, to manage the assets of the  
4 bankruptcy estate, he will seek professional management or assistance for management of assets of the  
5 Estate, as appropriate.

6           **3. Disbursing Agent**

7           Debtor shall act as the disbursing agent for the purpose of making all distributions provided for  
8 under the Plan. The Disbursing Agent shall serve without bond and shall receive **no compensation** for  
9 distribution services rendered and expenses incurred pursuant to the Plan.

10 **E. Risk Factors**

11           The proposed plan has the following risks: Rental income and/or cash flow may be insufficient for  
12 Debtor to make plan payments and/or cover property expenses.

13 **F. Other Provisions of the Plan**

14           **1. Executory Contracts and Unexpired Leases**

15           **a. Assumptions**

16           The following are the unexpired leases and executory contracts to be assumed as obligations  
17 of the reorganized Debtor under this Plan (see Exhibit C for more detailed information on unexpired  
18 leases to be assumed and Exhibit D for more detailed information on executory contracts to be assumed):

19           On the Effective Date, each of the unexpired leases and executory contracts listed above  
20 shall be assumed as obligations of the reorganized Debtor. The Order of the Court confirming the Plan  
21 shall constitute an Order approving the assumption of each lease and contract listed above. If you are a  
22 party to a lease or contract to be assumed and you object to the assumption of your lease or contract,  
23 you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of  
24 the Plan. See Section {I.B.3.} of this document for the specific date.

25           **b. Rejections**

1 On the Effective Date, the following executory contracts and unexpired leases will be  
2 rejected:

3 **None.**

4 The order confirming the Plan shall constitute an Order approving the rejection of the lease or  
5 contract. If you are a party to a contract or lease to be rejected and you object to the rejection of your  
6 contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to  
7 the confirmation of the Plan. See Section {I.B.3.} of this document for the specific date.

8 THE BAR DATE FOR FILING A PROOF OF CLAIM BASED ON A CLAIM ARISING FROM  
9 THE REJECTION OF A LEASE OR CONTRACT WILL BE SET BY THE COURT. Any claim based on the  
10 rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court later  
11 orders otherwise.

12 **2. Changes in Rates Subject to Regulatory Commission Approval**

13 This Debtor is not subject to governmental regulatory commission approval of its rates.

14 **3. Retention of Jurisdiction**

15 The Court will retain jurisdiction to the extent provided by law.

16 **G. Tax Consequences of Plan**

17 CREDITORS AND INTEREST HOLDERS CONCERNED WITH HOW THE PLAN MAY AFFECT  
18 THEIR TAX LIABILITY SHOULD CONSULT WITH THEIR OWN ACCOUNTANTS, ATTORNEYS,  
19 AND/OR ADVISORS. The following disclosure of possible tax consequences is intended solely for the  
20 purpose of alerting readers about possible tax issues this Plan may present to the Debtor. The  
21 Proponent CANNOT and DOES NOT represent that the tax consequences contained below are the only  
22 tax consequences of the Plan because the Tax Code embodies many complicated rules which make it  
23 difficult to state completely and accurately all the tax implications of any action.

24 The following are the tax consequences which the Plan will have on the Debtor's tax liability:  
25 Debtor does not anticipate that confirmation of the Plan will have a significant or material effect of their tax  
26 liability. The Debtor makes no representations regarding the potential tax consequences to creditors.

1 Pursuant to Bankruptcy Code §346(a), the Estate shall file returns and pay taxes to any State or  
2 local government entity as required by State or local law at rates specified in Bankruptcy Code §346 (g) .

3 **IV.**

4 **CONFIRMATION REQUIREMENTS AND PROCEDURES**

5 PERSONS OR ENTITIES CONCERNED WITH CONFIRMATION OR THIS PLAN SHOULD  
6 CONSULT WITH THEIR OWN ATTORNEYS BECAUSE THE LAW ON CONFIRMING A PLAN OF  
7 REORGANIZATION IS VERY COMPLEX. The following discussion is intended solely for the purpose of  
8 alerting readers about basic confirmation issues, which they may wish to consider, as well as certain  
9 deadlines for filing claims. The proponent CANNOT and DOES NOT represent that the discussion  
10 contained below is a complete summary of the law on this topic.

11 Many requirements must be met before the Court can confirm a Plan. Some of the requirements  
12 include that the Plan must be proposed in good faith, acceptance of the Plan, whether the Plan pays  
13 creditors at least as much as creditors would receive in a Chapter 7 liquidation, and whether the Plan is  
14 feasible. These requirements are not the only requirements for confirmation.

15 **A. Who May Vote or Object**

16 **1. Who May Object to the Confirmation of the Plan**

17 Any party in interest may object to the confirmation of the Plan, but as explained below not  
18 everyone is entitled to vote to accept or reject the Plan.

19 **2. Who May Vote to Accept/Reject the Plan**

20 A creditor or interest holder has a right to vote for or against the Plan if that creditor or interest  
21 holder has a claim which is both (1) allowed or allowed for voting purposes and (2) classified in an  
22 impaired class.

23 **a. What is an Allowed Claim/Interest**

24 As noted above, a creditor or interest holder must first have an allowed claim or interest  
25 to have the right to vote. Generally, any proof of claim or interest will be allowed, unless a party in interest  
26 brings a motion objecting to the claim. When an objection to a claim or interest is filed, the creditor or  
27

1 interest holder holding the claim or interest cannot vote unless the Court, after notice and hearing, either  
2 overrules the objection or allows the claim or interest for voting purposes.

3 THE BAR DATE FOR FILING A PROOF OF CLAIM IN THIS CASE WILL BE SET BY  
4 THE COURT. A creditor or interest holder may have an allowed claim or interest even if a proof of claim  
5 or interest was not timely filed. A claim is deemed allowed if (1) it is scheduled on the Debtor's schedules  
6 and such claim is not scheduled as disputed, contingent, or unliquidated, and (2) no party in interest has  
7 objected to the claim. An interest is deemed allowed if it is scheduled and no party in interest has  
8 objected to the interest. Consult Exhibits F through L to see how the Proponent has characterized your  
9 claim or interest.

10 **b. What is an Impaired Claim/Interest**

11 As noted above, an allowed claim or interest only has the right to vote if it is in a class  
12 that is impaired under the Plan. A class is impaired if the Plan alters the legal, equitable, or contractual  
13 rights of the members of that class. For example, a class comprised of general unsecured claims is  
14 impaired if the Plan fails to pay the members of that class 100% of what they are owed.

15 In this case, the Proponent believes that classes **1 – 3** are impaired and that holders of  
16 claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Proponent  
17 believes that no classes are unimpaired and without the right to vote to accept or reject the Plan. Parties  
18 who dispute the Proponent's characterization of their claim or interest as being impaired or unimpaired  
19 may file an objection to the Plan contending that the Proponent has incorrectly characterized the class.

20 **3. Who is Not Entitled to Vote**

21 The following four types of claims are not entitled to vote: (1) claims that have been disallowed;  
22 (2) claims in unimpaired classes; (3) claims entitled to priority pursuant to Code sections 507(a)(1), (a)(2),  
23 and (a)(8); and (4) claims in classes that do not receive or retain any value under the Plan. Claims in  
24 unimpaired classes are not entitled to vote because such classes are deemed to have accepted the Plan.  
25 Claims entitled to priority pursuant to Code sections 507(a)(1), (a)(2), and (a)(7) are not entitled to vote  
26 because such claims are not placed in classes and they are required to receive certain treatment

1 specified by the Code. Claims in classes that do not receive or retain any value under the Plan do not  
2 vote because such classes are deemed to have rejected the Plan. EVEN IF YOUR CLAIM IS OF THE  
3 TYPE DESCRIBED ABOVE, YOU MAY STILL HAVE A RIGHT TO OBJECT TO THE CONFIRMATION  
4 OF THE PLAN.

#### 5 **4. Who Can Vote in More Than One Class**

6 A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured  
7 claim is entitled to accept or reject a Plan in both capacities by casting one ballot for the secured part of  
8 the claim and another ballot for the unsecured claim.

#### 9 **5. Votes Necessary to Confirm the Plan**

10 If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class  
11 has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired  
12 classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cramdown” on non-  
13 accepting classes, as discussed later in Section {IV.A.8.}.

#### 14 **6. Votes Necessary for a Class to Accept the Plan**

15 A class of claims is considered to have accepted the Plan when more than one-half (1/2) in  
16 number and at least two-thirds (2/3) in dollar amount of the claims which actually voted, voted in favor of  
17 the Plan. A class of interests is considered to have accepted the Plan when at least two-thirds (2/3) in  
18 amount of the interest-holders of such class which actually voted, voted to accept the Plan.

#### 19 **7. Treatment of Nonaccepting Classes**

20 As noted above, even if all impaired classes do not accept the proposed Plan, the Court may  
21 nonetheless confirm the Plan if the nonaccepting classes are treated in the manner required by the Code.  
22 The process by which nonaccepting classes are forced to be bound by the terms of the Plan is commonly  
23 referred to as “cramdown.” The Code allows the Plan to be “crammed down” on nonaccepting classes of  
24 claims or interests if it meets all consensual requirements except the voting requirements of 1129(a)(8)  
25 and if the Plan does not “discriminate unfairly” and is “fair and equitable” toward each impaired class that  
26 has not voted to accept the Plan as referred to in 11 U.S.C. § 1129(b) and applicable case law.

1           **8. Request for Confirmation Despite Nonacceptance by Impaired Class(es)**

2           The party proposing this Plan asks the Court to confirm this Plan by cramdown on impaired  
3 classes if any of these classes do not vote to accept the Plan. Please note that the proposed Plan  
4 treatment described by this Disclosure Statement cannot be crammed down on the following classes: AS  
5 A RESULT, IF ANY OF THESE CLASSES DOES NOT VOTE TO ACCEPT THE PLAN, THE PLAN WILL  
6 NOT BE CONFIRMED.

7           **B. Liquidation Analysis**

8           Another confirmation requirement is the “Best Interest Test”, which requires a liquidation analysis.  
9 Under the Best Interest Test, if a claimant or interest holder is in an impaired class and that claimant or  
10 interest holder does not vote to accept the Plan, then that claimant or interest holder must receive or  
11 retain under the Plan property of a value not less than the amount that such holder would receive or  
12 retain if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code.

13           In a Chapter 7 case, the Debtor’s assets are usually sold by a Chapter 7 trustee. Secured  
14 creditors are paid first from the sales proceeds of properties on which the secured creditor has a lien.  
15 Administrative claims are paid next. Next, unsecured creditors are paid from any remaining sales  
16 proceeds, according to their rights to priority. Unsecured creditors with the same priority share in  
17 proportion to the amount of their allowed claim in relationship to the amount of total allowed unsecured  
18 claims. Finally, interest holders receive the balance that remains after all creditors are paid, if any.

19           For the Court to be able to confirm this Plan, the Court must find that all creditors and interest  
20 holders who do not accept the Plan will receive at least as much under the Plan as such holders would  
21 receive under a Chapter 7 liquidation. The Plan Proponent maintains that this requirement is met here for  
22 the following reasons: **In a Chapter 7 liquidation, some junior or unsecured creditors might go**  
23 **unpaid, if the sale of assets did not yield a maximum return. Creditors and interest holders will**  
24 **receive at least as much under the Plan as a Chapter 7 liquidation because they will receive 100%**  
25 **of their claims including a market rate of interest under the Plan.**

1 Below is a demonstration, in balance sheet format, that all creditors and interest holders will  
2 receive at least as much under the Plan as such creditor or interest holder would receive under a Chapter  
3 7 liquidation. (See Exhibit E for a detailed explanation of how the following assets are valued. This  
4 information is provided by the Debtor.)

5 Under the Plan, secured creditors should receive payment in full of their entire allowed claims,  
6 and unsecured creditors will receive at least as much as they would in a liquidation. In a liquidation, there  
7 may be a risk that unsecured creditors and some junior lienholders might not receive payment in full, if  
8 net proceeds were substantially less than what Debtor believes they would be. Conversely, if  
9 reorganization is successful, and the value of Debtor's properties increases and/or secured debts are  
10 paid down over the 5-year Term of the Plan, reorganization could result in more assets being available  
11 than liquidation.



1 **ASSETS VALUE AT LIQUIDATION VALUES:**

2 **CURRENT ASSETS**

3 a. Cash on hand (at the Effective Date)	~\$56,585
4 b. Accounts receivable	\$0.00
5 c. Inventories	\$0.00

6 **TOTAL CURRENT ASSETS** 

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 ~\$56,585

7 **FIXED ASSETS**

8 a. Office furniture & equipment	\$0.00
9 b. Machinery and equipment	\$0.00
10 c. Automobiles	\$10,000
11 d. Building & Land	\$1,620,000.00

12 **TOTAL FIXED ASSETS** 

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 \$1,630,000

13 **OTHER ASSETS**

14 a. Other non-exempt assets (Sch. B)	\$135,250
15 b. Customer list	\$0.00
16 c. Other intangibles	\$0.00

17 **TOTAL OTHER ASSETS** 

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 \$135,250

18 **TOTAL ASSETS AT LIQUIDATION VALUE** 

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 \$1,821,835

19 **Less:**

20 Secured creditor's recovery (1) \$1,365,000

21 **Less:**

22 Chapter 7 trustee fees and expenses \$200,000

23 **Less:**

24 Chapter 11 administrative expenses \$20,625

25 **Less:**

26 Priority claims,  
excluding administrative expense claims \$2,600

27 **Less:**

28 Debtor's claimed exemptions \$200,000

29 (1) Balance for unsecured claims	\$23,610
30 (2) Total amount of unsecured claims	\$358,000

31 **% OF THEIR CLAIMS WHICH UNSECURED CREDITORS WOULD RECEIVE OR RETAIN IN A CH. 7  
LIQUIDATION (2): = 6.6%**

32 **% OF THEIR CLAIMS WHICH UNSECURED CREDITORS WILL RECEIVE OR RETAIN UNDER THIS  
PLAN: = 15%**

33 1/ Note: The deficiency portion of a secured recourse claim must be added to the total amount of  
unsecured claims.

1  
2/ Note: If this percentage is greater than the amount to be paid to the unsecured creditors on a  
2 "present value basis" under the Plan, the Plan is not confirmable unless Proponent obtains  
3 acceptance by every creditor in the general unsecured class.

4 Below is a demonstration, in tabular format, that all creditors and interest holders will receive at  
5 least as much under the Plan as such creditor or holder would receive under a Chapter 7 liquidation.

<b><u>CLAIMS &amp; CLASSES</u></b>	<b><u>PAYOUT PERCENTAGE UNDER THE PLAN</u></b>	<b><u>PAYOUT PERCENTAGE IN CHAPTER 7 LIQUIDATION</u></b>
Administrative Claims	100%	100%
Priority Tax Claims	100%	100%
Class 1 –	100%	100%
Class 2 –	100%	100%
Class 3 –	15%	6.6%

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**C. Feasibility**

Another requirement for confirmation involves the feasibility of the Plan, which means that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor under the Plan, unless such liquidation or reorganization is proposed in the Plan.

There are at least two important aspects of a feasibility analysis. The first aspect considers whether the Debtor will have enough cash on hand on the Effective Date of the Plan to pay all the claims and expenses which are entitled to be paid on such date. The Plan Proponent maintains that this aspect of feasibility is satisfied as illustrated here:

Cash debtor will have on hand by Effective Date	\$75,000
<b>To Pay:</b> Administrative claims	-\$1,000
<b>To Pay:</b> Statutory costs & charges	-\$0.00
<b>To Pay:</b> Other Plan Payments due on Effective Date	-\$0.00
Balance after paying these amounts.....	\$74,000

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

2 \$60,000	Cash in DIP Account now
3 +15,000	Additional cash DIP will accumulate from net earnings between now and Effective Date
4 +	Borrowing
5 +	Capital Contributions
6 +	Other
7 \$75,000	Total

8  
9 Borrowing is from \_\_\_\_\_ and will be paid back as follows: \_\_\_\_\_.

10 The second aspect considers whether the Proponent will have enough cash over the life of the  
11 Plan to make the required Plan payments.

12 The Proponent has provided financial statements which include historical  
13 financial information. Please refer to Exhibits B (2013 – 2015) hereto for the relevant financial statements.  
14 Debtor projects that his future income and expenses will be approximately as set forth in Schedules I and  
15 J, or a net income of approximately \$1,237 per month, as set forth in Schedule J. YOU ARE ADVISED  
16 TO CONSULT WITH YOUR ACCOUNTANT OR FINANCIAL ADVISOR IF YOU HAVE ANY  
17 QUESTIONS PERTAINING TO THESE FINANCIAL STATEMENTS.

18 In summary, the Plan proposes to pay **each creditor in full or as agreed**. As Debtor's financial  
19 projections demonstrate, Debtor will have an average positive cash flow, after paying operating expenses  
20 and post-confirmation taxes, for the life of the Plan. The final Plan payment is expected to be paid on or  
21 about **August 31, 2021**. The Plan Proponent contends that Debtor's financial projections are feasible. As  
22 shown by Debtor's historical financial statements, Debtor's average **cash** flow, after paying operating  
23 expenses and excluding depreciation, in the three years preceding the filing of this bankruptcy case was -  
24 \_\_\_\_\_ . (See Exhibit B hereto.) Furthermore, as discussed earlier in  
25 the Disclosure Statement at Section {II.E.4}, Debtor has implemented procedures to **improve his cash**  
26 **flow**.

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V.

**EFFECT OF THE CONFIRMATION OF PLAN**

**A. Discharge**

This Plan provides Debtor shall be discharged of liability for payment of debts incurred before confirmation of the Plan, to the extent specified in 11 U.S.C. § 1141. However, the discharge will not discharge any liability imposed by the Plan. The discharge will not be entered until the Debtor has made all of the payments provided for under the plan to unsecured creditors.

**B. Revesting of Property in the Debtor**

Except as provided in Section {V.E.}, and except as provided elsewhere in the Plan, the confirmation of the Plan revests all of the property of the estate in the Debtor.

**C. Modification of Plan**

The Proponent of the Plan may modify the Plan at any time before confirmation. However, the Court may require a new disclosure statement and/or revoting on the Plan.

The Proponent of the Plan may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated and (2) the Court authorizes the proposed modifications after notice and a hearing.

**D. Post-Confirmation Status Report**

Within 120 days of the entry of the order confirming the Plan, Plan Proponent shall file a status report with the Court explaining what progress has been made toward consummation of the confirmed Plan. The status report shall be served on the United States Trustee, the twenty largest unsecured creditors, and those parties who have requested special notice. Further status reports shall be filed every 120 days and served on the same entities.

**E. Quarterly Fees**

Quarterly fees accruing under 28 U.S.C. § 1930(a)(6) to date of confirmation shall be paid to the United States Trustee on or before the effective date of the plan. Quarterly fees accruing under 28

1 U.S.C. § 1930(a)(6) after confirmation shall be paid to the United States Trustee in accordance with 28  
2 U.S.C. § 1930(a)(6) until entry of a final decree, or entry of an order of dismissal or conversion to chapter  
3 7.

4 **F. Post-Confirmation Conversion/Dismissal**

5 A creditor or party in interest may bring a motion to convert or dismiss the case under § 1112(b),  
6 after the Plan is confirmed, if there is a default in performing the Plan. If the Court orders, the case  
7 converted to Chapter 7 after the Plan is confirmed, then all property that had been property of the Chapter  
8 11 estate, and that has not been disbursed pursuant to the Plan, will revert in the Chapter 7, estate. The  
9 automatic stay will be reimposed upon the revested property, but only to the extent that relief from stay  
10 was not previously authorized by the Court during this case.

11 The order confirming the Plan may also be revoked under very limited circumstances. The Court  
12 may revoke the order if the order of confirmation was procured by fraud and if the party in interest brings  
13 an adversary proceeding to revoke confirmation within 180 days after the entry of the order of  
14 confirmation.

15 **G. Final Decree**

16 Once the estate has been fully administered as referred to in Bankruptcy Rule 3022, the Plan  
17 Proponent, or other party as the Court shall designate in the Plan Confirmation Order, shall file a motion  
18 with the Court to obtain a final decree to close the case.

19 DATE: 10/13/2016

20 Moer P. Hakimi, Debtor  
21 Name and Identity of Plan Proponent

22 /s/ Moer P. Hakimi  
23 Signature of Plan Proponent  
24 (optional unless party is pro se)

25 /s/ Mark E. Goodfriend /s/ Rachel S. Milman  
26 Signature of Attorney for Plan Proponent

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Mark E. Goodfriend / Rachel S. Milman  
Name of Attorney for Plan Proponent

LAW OFFICES OF MARK E. GOODFRIEND / LAW OFFICES OF RACHEL S.  
RUTTENBERG  
Name of Law Firm for Plan Proponent

1 VI.

2 **SUPPORTING DECLARATIONS**

3 I, Moer Hakimi, declare as follows:

4 I have personal knowledge of the facts set forth below and if called as a witness can competently  
5 testify thereto

6 1. I am the Debtor in this case.

7 2. I have reviewed the information in the Disclosure Statement, including all financial  
8 information.

9 3. All the information contained in the Disclosure Statement it is true and correct and fairly  
10 represented to the best of my knowledge and belief.

11 I declare under penalty of perjury under the law of the United States of America that the foregoing  
12 is true and correct

13 Executed this 13<sup>th</sup> day of October, 2016, in Los Angeles County, CA.

14  
15 /s/ Moer Hakimi\_\_\_\_\_

16 Massoud Tayyar



**EXHIBIT A – LIST OF ALL ASSETS**

Description	Fair Market Value
10364 Eastborne Ave., Los Angeles, CA 90024	\$1,530,000*
8600 W. Charleston Blvd, Apt 2167, Las Vegas, NV 89117 (Condominium)	\$90,000
70% interest in HBIG, LLC, which owns another condo in Las Vegas, NV	\$63,000
Cash	\$56,585
A Design & Printing Corp., wholly owned by Debtor and his spouse, which owns and operates the printing & copying business known as Master Copy	\$50,000
Other assets listed in Schedule B (cars, furniture, jewelry, equipment, computers, etc.)	\$32,250
<b>TOTAL</b>	<b>\$1,821,835</b>

\* Per Wells Fargo Bank in September 2015

1 EXHIBIT B – FINANCIAL STATEMENTS

2 As directed by the Court, historical financial statements for the three years preceding the petition  
3 date (2013 – 2015) are set forth below,. This information is supplied by **Debtor Moeer Hakimi** and is  
4 based on the **Debtor’s books and records and projections**. Debtor filed his 2013 and 2014 tax returns  
5 (the 2015 return has not yet been prepared or filed), and the following is consistent with his tax returns,  
6 which use the same data and information.

7 **3-Year History**

Type of Net Income (After Expenses)	2013	2014	2015
Salary	\$23,159	\$38,340	\$27,500
Profit from Wholly-Owned Corp. (A Design & Printing, dba Master Copy & Print)	\$84,317	\$25,647	\$56,594
Rental Income (10364 Eastborne)	\$7,380	\$25,064	30,021
Rental Income (Nevada)	\$6,516	\$1,319	\$2,013
Rental Income (Arizona)	\$6,530		
Income from driving for Uber			\$10,905
(Less Passive Losses)	(\$42,445)	(\$5,428)	
<b><u>NET INCOME:</u></b>	\$85,415	\$84,900	\$127,033

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**EXHIBIT C – UNEXPIRED LEASES TO BE ASSUMED**

Except for tenants in default, Debtor will assume all leases as of the Effective Date.

**EXHIBIT D – EXECUTORY CONTRACTS TO BE ASSUMED**

<b>CONTRACT</b>	<b>DEFAULT/DMGS</b>	<b>METHODS OF CURE</b>
<ul style="list-style-type: none"><li>Contract description = Debtor's son leases a car, which Debtor uses and makes the monthly payment for of \$255/mo.</li></ul>	<ul style="list-style-type: none"><li>Payments are current; not assumable by Debtor, just month to month</li></ul>	Debtor shall make payments as they come due beginning the effective date

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**EXHIBIT E – LIQUIDATION ANALYSIS**  
**SUPPORTING VALUATION**

**Please see next page**

1 **ASSETS VALUE AT LIQUIDATION VALUES:**

2 **CURRENT ASSETS**

3	a. Cash on hand (at the Effective Date)	~\$56,585
	b. Accounts receivable	\$0.00
4	c. Inventories	\$0.00

5 **TOTAL CURRENT ASSETS** ~\$56,585

6 **FIXED ASSETS**

7	a. Office furniture & equipment	\$0.00
	b. Machinery and equipment	\$0.00
	c. Automobiles	\$10,000
8	d. Building & Land	\$1,620,000.00

9 **TOTAL FIXED ASSETS** \$1,630,000

10 **OTHER ASSETS**

11	a. Other non-exempt assets (Sch. B)	\$135,250
	b. Customer list	\$0.00
	c. Other intangibles	\$0.00

12 **TOTAL OTHER ASSETS** \$135,250

13 **TOTAL ASSETS AT LIQUIDATION VALUE** \$1,821,835

14 **Less:**

15 Secured creditor's recovery (1) \$1,365,000

16 **Less:**

Chapter 7 trustee fees and expenses \$200,000

17 **Less:**

Chapter 11 administrative expenses \$20,625

18 **Less:**

Priority claims, \$2,600  
excluding administrative expense claims

19 **Less:**

Debtor's claimed exemptions \$200,000

20	(1) Balance for unsecured claims	<u>\$23,610</u>
21	(2) Total amount of unsecured claims	<u>\$358,000</u>

23 **% OF THEIR CLAIMS WHICH UNSECURED CREDITORS WOULD RECEIVE OR RETAIN IN A CH. 7 LIQUIDATION (2): = 6.6%**

24 **% OF THEIR CLAIMS WHICH UNSECURED CREDITORS WILL RECEIVE OR RETAIN UNDER THIS PLAN: = 15%**

26 1/ Note: The deficiency portion of a secured recourse claim must be added to the total amount of unsecured claims. 38

**EXHIBIT F – LIST OF ADMINISTRATIVE EXPENSE CLAIMS**

<b>UNCLASSIFIED CLAIMS: ADMINISTRATIVE CLAIMS</b>							
Name	Code §	Amounts (Allowed + Estimated = Total Amount - Paid = Total Due)					
		Allowed to date	Estimated	Total Amount	Paid	Total Due	
Law Offices of Mark Goodfriend Law Offices of Rachel S. Milman		\$0.00	\$20,000	\$20,000	\$0.00	\$0.00	
U.S. Trustee		\$0.00	\$650.00	\$650.00	\$0.00	\$0.00	
⇨ <u>Insert rows here</u>							
<b>TOTAL AMOUNTS</b>			\$20,650.00	\$20,650.00		\$0.00	

**EXHIBIT G – LIST OF PRIORITY UNSECURED CLAIMS**

CLASSIFIED CLAIMS: §507(a)(3) PRIORITY CLAIMS							
Class	Name	Insider	Impaired	SCHEDULED CLAIMS		FILED CLAIMS	
				Amount	D/C/U*	Amount	Objection
			← Insert rows here				
			<b>TOTAL AMOUNT FOR CLASS</b>				

\* Disputed/contingent/unliquidated

**EXHIBIT G – LIST OF PRIORITY UNSECURED CLAIMS**

CLASSIFIED CLAIMS: §507(a)(4) PRIORITY CLAIMS							
Class	Name	Insider	Impaired	SCHEDULED CLAIMS		FILED CLAIMS	
				Amount	D/C/U*	Amount	Objection
			<b>TOTAL AMOUNT FOR CLASS</b>				





\* Disputed/contingent/unliquidated

**EXHIBIT G – LIST OF PRIORITY UNSECURED CLAIMS**

CLASSIFIED CLAIMS: §507(a)(6) PRIORITY CLAIMS							
Class	Name	Insider	Impaired	SCHEDULED CLAIMS		FILED CLAIMS	
				Amount	D/C/U*	Amount	Objection
				<b>TOTAL AMOUNT FOR CLASS</b>			

← Insert rows here

\* Disputed/contingent/unliquidated

**EXHIBIT G – LIST OF PRIORITY UNSECURED CLAIMS**  
**CLASSIFIED CLAIMS: §507(a)(7) PRIORITY CLAIMS**

Class	Name	Insider	Impaired	SCHEDULED CLAIMS		FILED CLAIMS	
				Amount	D/C/U*	Amount	Objection
	← Insert rows here						
<b>TOTAL AMOUNT FOR CLASS</b>							

\* Disputed/contingent/unliquidated

**EXHIBIT G – LIST OF PRIORITY UNSECURED CLAIMS**

<b>CLASSIFIED CLAIMS: §507(a)(8) PRIORITY CLAIMS</b>							
Class	Name	Insider	Impaired	SCHEDULED CLAIMS		FILED CLAIMS	
				Amount	D/C/U*	Amount	Objection
	Internal Revenue Service	N	Y			\$2,600.00	
	← Insert rows here						
<b>TOTAL AMOUNTS FOR CLASS</b>						\$2,600.00	

\* Disputed/contingent/unliquidated

EXHIBIT H – LIST OF GENERAL UNSECURED CLAIMS

CLASSIFIED CLAIMS: UNSECURED CLAIMS									
Class	Name	Insider	Impaired	SCHEDULED CLAIMS		FILED CLAIMS		SETTLED CLAIMS	
				Amount	D/C/U*	Amount	Objection		
4	Fico Construction/ Albert Mangoli	N	Y	\$25,000					
4	Said Mostafavi	N	Y	\$655.00					
4	Time Warner Cable	N	Y	\$142.00					
4	Cedars-Sinai Medical Center	N	Y	\$1,165.00					
4	Cedar-Sinai Physician Outpatient	N	Y	\$52.00					
4	Wells Fargo Bank	N	Y			\$3,004.94			
4	Wells Fargo Bank	N	Y			\$328,167.91			
	← Insert rows here								
<b>TOTAL AMOUNT FOR CLASS</b>				\$27,014.00		\$331,192.85			
<b>TOTAL FILED &amp; SCHEDULED CLAIMS: \$228,303.14</b>									

\* Disputed/contingent/unliquidated

**EXHIBIT I – LIST OF EQUITY INTERESTS**

<b>CLASSIFIED INTEREST: EQUITY SECURITY INTEREST HOLDERS</b>							
<b>Class</b>	<b>Name</b>	<b>Insider</b>	<b>Impaired</b>	<b>SCHEDULED INTERESTS</b>		<b>FILED INTERESTS</b>	
				<b>Percentage</b>	<b>D/C/U*</b>	<b>Percentage</b>	<b>Objection</b>
N/A							
	← <u>Insert rows here</u>						

\* Disputed/contingent/unliquidated

EXHIBIT J TO DISCLOSURE STATEMENT RE SECOND AMENDED PLAN OF REORGANIZATION  
CHRISTOPHER M. MCDERMOTT (SBN 253411)

1 cmcdermott@aldridgepite.com  
2 TODD S. GARAN (CA SBN 236878)  
3 tgaran@aldridgepite.com  
4 **ALDRIDGE PITE, LLP**  
5 4375 Jutland Dr., Ste. 200  
6 P.O. Box 19734  
7 San Diego, CA 92177-9734  
8 Telephone: (858) 750-7600  
9 Facsimile: (619) 590-1385

Attorneys for Secured Creditor:  
U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National  
Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through  
Certificates, Series 2004-4

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

12 In re

13  
14 **POURBRAHIM MOEER HAKIMI,**

15 Debtor and Debtor in  
16 Possession.

Case No. 2:16-bk-10016-BR

Chapter 11

**STIPULATION RE: TREATMENT OF  
CREDITOR'S CLAIM UNDER  
DEBTOR'S CHAPTER 11 PLAN OF  
REORGANIZATION**

**SUBJECT PROPERTY:**

10364 Eastborne Ave.  
Los Angeles, California 90024

17  
18  
19 This Stipulation Re: Treatment of Claim (“**Stipulation**”) is entered into by and between  
20 Secured Creditor, U.S. Bank National Association, as Trustee, successor in interest to Wachovia  
21 Bank, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage  
22 Pass-Through Certificates, Series 2004-4 (“**Creditor**”), and Debtor, Pourbrahim Moeer Hakimi  
23 (“**Debtor**”), by and through their respective attorneys of record.

24 The real property which is the subject of this matter is commonly known as 10364 Eastborne  
25 Ave., Los Angeles, California 90024 (hereinafter the “**Subject Property**”), which is more fully  
26 described in the Deed of Trust attached hereto as Exhibit B and incorporated herein by this  
27 reference.

28 EXHIBIT J TO DISCLOSURE STATEMENT RE SECOND AMENDED PLAN OF REORGANIZATION

EXHIBIT J TO DISCLOSURE STATEMENT RE SECOND AMENDED PLAN OF REORGANIZATION

1 The Loan is evidenced by a promissory note dated February 3, 2004, executed by Debtor and  
2 Mitra Hakimi (“**Co-Borrower**”) to Wells Fargo Home Mortgage, Inc. (“**Lender**”) in principal sum  
3 of \$835,000.00 (the “**Note**”). A copy of the Note is attached hereto as **Exhibit A** and incorporated  
4 herein by this reference.

5 The Note is secured by a deed of trust (the “**Deed of Trust**”) encumbering Subject Property.  
6 The Deed of Trust was recorded on February 12, 2004, in the Official Records of Los Angeles  
7 County, State of California. A copy of the Deed of Trust is attached hereto as **Exhibit B** and  
8 incorporated herein by this reference. The Note and Deed of Trust may be referred to collectively  
9 herein as the “**Loan.**”

10 Subsequently, the Loan was assigned and transferred to Creditor. The Note is endorsed in  
11 blank. A copy of the Assignment of Deed of Trust is attached hereto as **Exhibit C** and incorporated  
12 herein by this reference.

13 ***The Bankruptcy Proceedings:***

14 On January 4, 2016, Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy  
15 Code in the Central District of California-Los Angeles Division and was assigned bankruptcy case  
16 no. 2:16-bk-10016-BR.

17 According to Debtor’ Bankruptcy Petition and Schedules on file in this matter, the Subject  
18 Property has been identified as Debtor’ principal residence for the last 3 years. *See, Docket Number*  
19 *1 and 25*

20 Creditor filed its proof of claim against Debtor’ bankruptcy estate and the Subject Property  
21 asserting a secured claim in the amount of \$840,757.28 with pre-petition arrears in the amount of  
22 \$178,412.45 (*See Court’s Claims Register, No. 5*).

23 **THE PARTIES STIPULATE AS FOLLOWS:**

24 1. Creditor’s claim (is successors and/or assigns), secured by the Subject Property and  
25 Debtor’ principal residence, is subject to the anti-modification provisions of 11 U.S.C. §1123(b)(5)  
26 and shall be fully secured, paid in full and Debtor’ Plan shall not alter or modify the legal, equitable,  
27 and contractual rights under the Loan (“**Secured Claim**”). Creditor’s Secured Claim shall be  
28 impaired pursuant to 11 U.S.C. §1124 only to the extent that Debtor shall cure the contractual



EXHIBIT J TO DISCLOSURE STATEMENT RE SECOND AMENDED PLAN OF REORGANIZATION

1 arrears as set forth herein.

2           2. Debtor shall tender regular monthly contractual payments to Creditor (and/or its  
3 servicer) on the first day of each month for the Secured Claim commencing September 1, 2016 and  
4 continuing on the first day of each month thereafter until the Maturity Date under the Loan when all  
5 outstanding amounts owed on the Secured Claim, including any escrow payments and/or charges as  
6 required per the terms and provisions of this Stipulation and/or the Loan, are to be paid in full. The  
7 amount of the current contractual monthly payment is \$5,006.25; however, Debtor understands the  
8 amount of this payment may be subject to change per the Loan. The escrow payment is set forth in  
9 paragraph 4 below.

10           3. In addition to the regular contractual payment required under the Loan, Debtor shall  
11 cure the total contractual arrears owing on Creditor's claim in the amount of \$223,479.37 in equal  
12 monthly installments over 60 months without interest. Debtor shall tender arrearage payments in the  
13 amount of \$3,724.66 per month commencing on the first day of the first month following entry of  
14 the order confirming Debtor' Plan, as amended, and continuing on the first day of each month  
15 thereafter for a period of 60 months at which time any outstanding contractual arrears owing on  
16 Creditor's claim as specified in this paragraph 3 are to be fully paid. If the Debtor seek to sell or  
17 ~~refinance the Subject Property~~ any time prior to curing the contractual arrears as set forth herein, all  
18 outstanding contractual arrears must likewise be paid in full at the time of any such sale and/or  
19 refinancing. Notwithstanding the foregoing, if Debtor miss any regular contractual or escrow (if  
20 applicable) payments after September 1, 2016 as required herein, said missed payments shall not be  
21 subject to this paragraph 3, but instead shall be considered a default under this Stipulation and  
22 subject to any and all penalties, interest or other fees and charges as required under the Loan.

23           4. In addition to the principal and interest payment described in paragraph 2 and the  
24 arrearage payment described in paragraph 3 of this Stipulation, Debtor shall tender to Creditor  
25 (and/or its servicer) all necessary escrow payments for any and all real property taxes and/or real  
26 property insurance advances as required by Creditor (and/or its servicer) and in accordance with any  
27 requirements under the Loan. Debtor shall tender the necessary escrow payments together with the  
28 regular monthly mortgage payments described in paragraph 2 above, commencing on September 1,

EXHIBIT J TO DISCLOSURE STATEMENT RE SECOND AMENDED PLAN OF REORGANIZATION

1 2016 and continuing on the first day of each month thereafter until the Maturity Date under the Loan  
2 at which time the Secured Claim, which includes any related escrow charges, must be paid in full.  
3 The current amount of the escrow payment is \$846.02; however, Debtor understands the amount of  
4 this escrow payment is subject to change per any escrow analysis of Creditor (and/or its servicer).

5 5. Except as otherwise expressly provided herein, all remaining terms of the Note and  
6 Deed of Trust, which are incorporated herein by this reference, shall govern the treatment of  
7 Creditor's Secured Claim.

8 6. Pre-Confirmation Default: In the event of any default on any of the provisions of this  
9 Stipulation prior to confirmation of Debtor's Chapter 11 Plan, Creditor (and/or its servicer) shall  
10 provide written notice, via certified mail, to Debtor at the Subject Property and to Debtor's attorney  
11 of record, indicating the nature of default. If Debtor fails to cure the default or payment default with  
12 certified funds after the passage of thirty (30) calendar days from the date said written notice is  
13 placed in the mail as reflected on the certified receipt, then the Automatic Stay shall terminate,  
14 unless it has already been terminated by operation of law, and Creditor (and/or its servicer) may  
15 commence any and all action necessary to obtain complete possession of the Subject Property under  
16 the terms of the Loan and applicable state law, including but not limited to foreclosure thereof,  
17 without further notice, order, or proceeding of this Court. In the event that Creditor is granted relief  
18 from the automatic stay, the parties hereby stipulate that the 14-day stay provided by Bankruptcy  
19 Rule 4001(a)(3) is waived.

20 7. Post-Confirmation Default. Upon confirmation of Debtor's Chapter 11 Plan, the  
21 Automatic Stay shall be deemed terminated as to the Debtor and estate, and Creditor shall no longer  
22 be required to comply with paragraph 6 above. Creditor (and/or its servicer) will provide Debtor  
23 notice of any default related to the Stipulation in accordance with the Loan, and applicable state law  
24 and/or proceed with its remedies under the terms of the Loan and applicable state law, including but  
25 not limited to foreclosure of the Subject Property, without further notice, order, or proceeding of this  
26 Court.

27 8. Any forbearance by Creditor (and/or its servicer) in exercising any right or remedy,  
28 including, without limitation, Creditor (and/or its servicer) accepting payments from third persons,

EXHIBIT J TO DISCLOSURE STATEMENT RE SECOND AMENDED PLAN OF REORGANIZATION

1 entities or successors in interest to Debtor, or in amounts less than the amount due, including as  
2 provided for under this Stipulation, shall not be a waiver of or preclude the Creditor's (and/or  
3 servicer) exercise of any right or remedy under the Stipulation, and/or Loan. The acceptance by  
4 Creditor (and/or servicer) of a late or partial payment shall not act as a waiver of Creditor's right to  
5 proceed hereunder or under the Loan documents.

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

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

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

25 12. In the event the Debtor seeks to sell the Subject Property at anytime prior to  
26 confirming his Chapter 11 Plan or if he seeks to sell the Subject Property through his Chapter 11  
27 Plan, Creditor shall be entitled to credit bid at any such sale in an amount not less than the full  
28 unmodified, original outstanding balance owing under the terms of the Loan and/or exercise any of

EXHIBIT J TO DISCLOSURE STATEMENT RE SECOND AMENDED PLAN OF REORGANIZATION

1 its rights pursuant to 11 U.S.C. §§ 363(b), (f) and (k) or 1129(b)(2)(A)(ii) as applicable, and shall be  
2 permitted to receive proceeds from the sale of the Subject Property in an amount not less than the  
3 full unmodified, original outstanding balance owing under the terms of the Loan at said time.

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

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

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

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EXHIBIT J TO DISCLOSURE STATEMENT RE SECOND AMENDED PLAN OF REORGANIZATION

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16. In exchange for the forgoing, Creditor shall provide a ballot voting in favor of the Debtor' Chapter 11 Plan of Reorganization for the Secured Claim.

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

LAW OFFICES OF MARK GOODFRIEND  
LAW OFFICES OF RACHEL RUTTENBERG

By: \_\_\_\_\_  
Mark E. Goodfriend, Rachel Milman  
Attorneys for Debtor

Dated: 9/27/, 2016

ALDRIDGE PITE, LLP

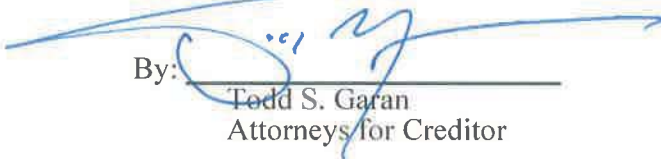
By:  \_\_\_\_\_  
Todd S. Garan  
Attorneys for Creditor

EXHIBIT J TO DISCLOSURE STATEMENT RE SECOND AMENDED PLAN OF REORGANIZATION

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16. In exchange for the forgoing, Creditor shall provide a ballot voting in favor of the Debtor' Chapter 11 Plan of Reorganization for the Secured Claim.

Dated: 9/27, 2016

LAW OFFICES OF MARK GOODFRIEND  
LAW OFFICES OF RACHEL RUTTENBERG

By:   
Mark E. Goodfriend, Rachel Milman  
Attorneys for Debtor

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

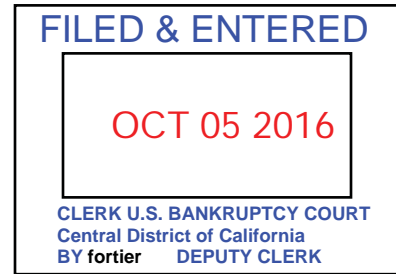
ALDRIDGE PITE, LLP

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



EXHIBIT K TO DISCLOSURE STATEMENT RE SECOND AMENDED PLAN OF REORGANIZATION

1 CHRISTOPHER M. MCDERMOTT (SBN 253411)  
2 cmcdermott@aldridgepite.com  
3 TODD S. GARAN (CA SBN 236878)  
4 tgaran@aldridgepite.com  
5 **ALDRIDGE PITE, LLP**  
6 4375 Jutland Dr., Ste. 200  
P.O. Box 19734  
San Diego, CA 92177-9734  
Telephone: (858) 750-7600  
Facsimile: (619) 590-1385



7 Attorneys for Secured Creditor:  
8 U.S. Bank National Association, as Trustee,  
9 successor in interest to Wachovia Bank, National  
10 Association, as Trustee for Wells Fargo Asset  
11 Securities Corporation, Mortgage Pass-Through  
12 Certificates, Series 2004-4

11 **UNITED STATES BANKRUPTCY COURT**

12 **CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION**

13 In re

14 **POURBRAHIM MOEER HAKIMI,**

15 Debtor and Debtor in  
16 Possession.

Case No. 2:16-bk-10016-BR

Chapter 11

**ORDER ON STIPULATION RE:  
TREATMENT OF CREDITOR'S  
CLAIM UNDER DEBTOR'S CHAPTER  
11 PLAN OF REORGANIZATION**

**SUBJECT PROPERTY:**

10364 Eastborne Ave.  
Los Angeles, California 90024

21 U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National  
22 Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through  
23 Certificates, Series 2004-4 (“**Creditor**”), by and through its counsel of record, Aldridge Pite, LLP:  
24 Debtor, Pourbrahim Moeer Hakimi (“**Debtor**”), by and through attorney of record, Mark E.  
25 Goodfriend; hereby stipulate to the Treatment of Creditor’s Claim under Debtor’s Chapter 11 Plan  
26 of Reorganization in regards to the Real Property commonly described as 10364 Eastborne Ave., Los  
27 Angeles, California 90024 (“**Subject Property**”).  
28

1 /././  
EXHIBIT K TO DISCLOSURE STATEMENT RE SECOND AMENDED PLAN OF REORGANIZATION

2 **IT IS HEREBY ORDERED:**

3 1. The Claim Treatment Stipulation executed by the parties and filed with the Court at  
4 Docket Number 53, is hereby approved and adopted as an Order of the Court.

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25 Date: October 5, 2016



Barry Russell  
United States Bankruptcy Judge

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## PROOF OF SERVICE OF DOCUMENT

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

16055 Ventura Blvd #800, Encino, CA 91436

A true and correct copy of the document entitled (*specify*): **SECOND AMENDED DISCLOSURE STATEMENT DESCRIBING CHAPTER 11 PLAN OF REORGANIZATION** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 10/14/16, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Marc Andrews bankruptcyls@wellsfargo.com, andrewma@wellsfargo.com
- Todd S Garan ch11ecf@aldridgepите.com, TSG@ecf.inforuptcy.com;tgaran@aldridgepите.com
- Ron Maroko ron.maroko@usdoj.gov
- Rachel S Milman Esq rachelsmilman@gmail.com, markgoodfriend@yahoo.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

Service information continued on attached page

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

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

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 10/14/16, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA PERSONAL DELIVERY: Hon. Barry Russell, USBC, 255 E. Temple St., Suite 1660, Los Angeles, CA 90012

Service information continued on attached page

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

10/14/16  
Date

Mark Goodfriend  
Printed Name

/s/ Mark Goodfriend  
Signature