

United States Bankruptcy Court  
Northern District of California

In re:

Case No. 14-30320 DM 11  
Chapter 11

George Henry Richards  
\_\_\_\_\_ /

[PROPOSED] COMBINED PLAN OF REORGANIZATION  
AND [APPROVED] [TENTATIVELY APPROVED] DISCLOSURE STATEMENT  
(August 16, 2016)

**INTRODUCTION**

This is Debtor's Combined Chapter 11 Plan of Reorganization and Disclosure Statement (the Plan). The Plan identifies each known creditor by name and describes how each claim will be treated if the Plan is confirmed.

Part 1 contains the treatment of creditors with secured claims; Part 2 contains the treatment of general unsecured creditors: 10% of their allowed claims in monthly payments over 60 months. Taxes and other priority claims would be paid in full, as shown in Part 3.

Most creditors (those in impaired classes) are entitled to vote on confirmation of the Plan. Completed ballots must be received by Debtor's counsel, and objections to confirmation must be filed and served, no later than [date]. The court will hold a hearing on confirmation of the Plan on [date] at [time].

Attached to the Plan are exhibits containing financial information that may help you decide how to vote and whether to object to confirmation. Exhibit 1 includes background information regarding Debtor and the events that led to the filing of the bankruptcy petition and describes significant events that have occurred during this Chapter 11 case. Exhibit 2 contains an analysis of how much creditors would likely receive in a Chapter 7 liquidation. Exhibit 3 shows Debtor's monthly income and expenses. Exhibit 4 describes how much Debtor is required to pay on the effective date of the plan. Exhibit 5 shows Debtor's monthly income and expenses related to each investment property.

Whether the Plan is confirmed is subject to complex legal

rules that cannot be fully described here. You are strongly encouraged to read the Plan carefully and to consult an attorney to help you determine how to vote and whether to object to confirmation of the Plan.

If the Plan is confirmed, the payments promised in the Plan constitute new contractual obligations that replace the Debtor's pre-confirmation debts. Creditors may not seize their collateral or enforce their pre-confirmation debts so long as Debtor performs all obligations under the Plan. If Debtor defaults in performing Plan obligations, any creditor can file a motion to have the case dismissed or converted to a Chapter 7 liquidation, or enforce their non-bankruptcy rights. Debtor will be discharged from all pre-confirmation debts (with certain exceptions) if Debtor makes all Plan payments. Enforcement of the Plan, discharge of the Debtor, and creditors' remedies if Debtor defaults are described in detail in Parts 5 and 6 of the Plan.

**PART 1: TREATMENT OF SECURED CREDITORS**

**Debtor to Make Regular Payments and Pay Arrears Over Time.**

Class	Name of Creditor	Collateral	Regular Monthly Payment	Estimated Arrears	Interest Rate on Arrears	Monthly Payment on Arrears
1(a)(1)	Ocwen Loan Servicing, LLC	6840 Sir Francis Drake Blvd, Forest Knolls, CA 94933	\$4,565.85	\$58,292.26	Per modification terms	\$971.54

Regarding Class 1(a)(1) ("Ocwen"), Debtor will pay the entire amount contractually due by making all post-confirmation regular monthly payments, and by paying all pre-confirmation arrears (including attorneys fees and late charges) with interest in 60 equal monthly payments, due the 1<sup>st</sup> day of the month, starting the month that begins after the Effective Date on the above secured claims. To the extent arrears are determined to be other than as shown above, appropriate adjustments will be made in the number of payments. Creditors

in these classes shall retain their interest in the collateral until paid in full.

Regarding Class 1(a)(1), Debtor received a modification pre-petition but is in arrears. Ocwen has offered, and the Debtor has accepted, claim treatment terms by which the Debtor will reinstate the pre-petition modification and re-pay pre-petition arrears on said modification within 60 months, as follows: modification payment: \$4,565.85 + arrearage payment of \$971.54 = \$5,537.39.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **These secured claims are impaired and entitled to vote on confirmation of the Plan.**

**Debtor to Strip Lien to Value of Collateral and Pay Over Time.**

Class	Name of Creditor	Collateral	Value	Interest Rate	Monthly Payment
1(a)(2)	Wells Fargo Home Mortgage 1 Home Campus X2302-041 Des Moines, IA 50306	1 Third Street, San Rafael, CA, 94901	\$635,000 <sup>1</sup>	4.5%	\$3,217.45
1(a)(3)	Pennymac Loan Services LLC	1282 Fowler Creek, Sonoma, CA 95476	Est. \$697,500.00	3.875%	\$3,278.51

Debtor contends that the value of the collateral is less than the amount of the claim. Before confirmation, Debtor will obtain an order from the court determining the value of the above collateral. Debtor will pay as a secured claim the amount equal to the value of the collateral. Debtor will pay the above secured claim in full with interest from the Effective Date of the Plan through 360 equal monthly payments. Payments will be due on the 1<sup>st</sup> day of the month, starting on the first day of the month that begins after the Effective Date. Any remaining amount due is a general unsecured claim treated in Part 2.

<sup>1</sup> Debtor has presented the above-terms to Class (1)(a)(1) after accepting creditor's updated appraisal, in exchange for anticipated acceptance of terms and consensual vote in favor of Plan

Creditors in these classes shall retain their interest in the collateral until Debtor makes all payments on the allowed secured claim specified in the Plan.

Regarding Class 1 (a)(2) Wells Fargo Bank, N.A. ("Wells Fargo"), the parties previously stipulated to value Subject Property at \$550,000.00 (Doc Nos. 54,55) based on Wells Fargo's appraisal; however, Wells Fargo has since requested updated appraisals and property inspections to obtain present fair market value. Wells Fargo's appraisal dated November 2015 valued Subject Property at \$635,000. In exchange for Wells Fargo's support of Plan, Debtor agrees to accept \$635,000.00 valuation and proposes herein claim treatment based on said valuation. Wells Fargo's multiple attempts at a broker price opinion ("BPO") after the November 2015 are not credible.

Regarding Class 1(a)(3) ("Pennymac") secured creditor has elected to apply section 1111(b)(2) of the Title 11 of the United States Code (the "Bankruptcy Code") to its claim (the "1111(b) election), in spite of previous stipulation to value property at \$460,000.00 (Doc #85,86). Pennymac offered Debtor a trial payment of \$3,278.51 monthly payment with \$613.78 escrow payment for a total of \$3,892.29, at 3.875% interest rate, with a May 1, 2016 start date. Debtor accepts in principle said offer terms with a start date of the Effective Date. In exchange for Debtor's acceptance of said terms, Pennymac agrees to waive the 1111(b) election and release insurance check proceeds (approx. \$65,000.00) on Effective Date to Debtor for Debtor to apply specifically and only on repairs to Subject property - per budget submitted to Pennymac - and/or for timely plan payments as indicated hereinabove, at Debtor's discretion.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). The Court's Guidelines for Valuing and Avoiding Liens in Individual Chapter 11 Cases and Chapter 13 Cases will apply. **These secured claims are impaired and are entitled to vote on confirmation of the Plan.**

Payments to claimants in these classes may continue past the date Debtor obtains a discharge. The claimants' rights against its collateral shall not be affected by the entry of discharge, but shall continue to be governed by the terms of this Plan.

**Debtor to Adjust Terms and Pay Amount Due in Full Over Time.**

Class	Name of Creditor	Collateral	Amount Due	Interest Rate	Monthly Payment	Term
1(a)(4)	Marin County Tax Collector Dept. of Finance 3501 Civic Center Dr., Rm 225 San Rafael, CA 94903	Vacant lot  APN 003- 022-06	\$4,515.18	18%	\$4,515.18 Due on Effective Date	1
1(a)(5)	Christine Creighton 1856 34 <sup>th</sup> Ave. San Francisco, CA 94122	Vacant lot  APN 003- 022-06	\$225,000	.22%	\$50/month for 60 months; \$3,687.21 for next 60 months. Loan paid in full in 120 months.	120
1(a)(6)	Bank of New York Mellon c/o Select Portfolio Servicing, Inc. P.O. Box 65450 Salt Lake City, UT 84165-0450	200 East Street, Pennngrove, CA 94951	\$435,000.00	1.0%	\$1,399.13	360

Regarding Class 1(a)(4), Debtor will pay pre-petition property tax arrearage in one lump sum on Effective Date.

Regarding Class 1(a)(5), Debtor will retain vacant lot on the reasonable anticipation the lot value will appreciate and said lot can be liquidated at a future date to pay lienholder and ensure plan feasibility.

Regarding Class 1(a)(6), secured creditor has confirmed that loan modification application is complete with all documents submitted and file is in "active review" and presently waiting for final review by underwriting; treatment listed above is Debtor's reasonable estimation of modification terms. Debtor

reasonably anticipates the lender will grant a modification with principal forgiveness at the rates specified in the foregoing table. Proposed interest rate is at one (1) percent due to the fact that lienholder is Audree Richards (Debtor's sister), who is permanently disabled. If modification is granted, modification terms control. If modification is granted, modification terms control; otherwise, confirmation of plan confirms binding creditor treatment as specified above, with remainder balance of principal forgiven as of Effective Date.

Debtor will pay the entire amount contractually due with interest through 60 equal monthly payments, due the 1<sup>st</sup> day of the month, starting the first month that begins after the Effective Date. Creditors in these classes shall retain their interest in the collateral until Debtor makes all payments on the allowed secured claim specified in the Plan.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **These secured claims are impaired and are entitled to vote on confirmation of the Plan.**

Payments to claimants in these classes may continue past the date Debtor obtains a discharge. The claimants' rights against its collateral shall not be affected by the entry of discharge, but shall continue to be governed by the terms of this Plan.

**Debtor to Strip Off Lien.**

Class	Name of Creditor	Collateral	Amount Due
1(a)(7)	Wells Fargo Bank, N.A.	6840 Sir Francis Drake Blvd, Forest Knolls, CA 94933  Lien forgiven 1099(c) issued.	\$0.00
1(a)(8)	Wells Fargo Bank, N.A.	1282 Fowler Creek, Sonoma, CA 95476  Lien forgiven; 1099(c) issued. Lienstrip order also entered(Doc #104).	\$0.00

1(a)(9)	JP Morgan Chase Bank, N.A. f/k/a Washington Mutual Bank, 1111 Polaris Parkway Columbus, OH 43240	1 Third Street, San Rafael, CA, 94901  Junior Lien avoided per Court Order (Order pending) Lien forgiven; 1099(c) issued. Lienstrip order also entered(Doc #103).	\$132,004.00
1(a)(10)	PNC Bank, N.A.	200 East Street, Penngrove, CA 94951 Lienstrip order entered(Doc #77). Lien in name of Audrey Smith only (Debtor's sister).  Lien is stripped and is a general unsecured claim.  Lienholder waives any and all claims of liability as to Audrey Smith as lien is listed as general unsecured class member in class 2(b)	\$61,129.00

Prior to confirmation, Debtor will obtain an order(s) or stipulation(s) fixing the secured amount of the above creditors' claims at zero. Debtor will pay nothing to those creditors as secured claims. Any claim of a creditor whose lien is stripped is a general unsecured claim treated in Part 2. Creditors in these classes shall retain their interest in the collateral consistent with the Court's Guidelines for Valuing and Avoiding Liens in Individual Chapter 11 Cases and Chapter 13 Cases.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). The Court's Guidelines for Valuing and Avoiding Liens in Individual Chapter 11 Cases and Chapter 13 Cases will apply. **These secured claims are impaired and are entitled to vote on confirmation of the Plan.**

**PART 2: TREATMENT OF GENERAL UNSECURED CREDITORS**  
**Class 2(a). Small Claims.**

Name of Creditor	Amount of Claim	Amount to be Paid
Irv Schwartz Engineering c/o Ills Associates, Inc. 79 Galli Drive, #A Novato, CA 94949	\$300	\$30.00
Enhancrcvrco 8014 Baybery Rd. Jacksonville, Fl 32256	\$108.00	\$10.80
Enhancrcvrco 8014 Baybery Rd. Jacksonville, Fl 32256	\$62.00	\$6.20
Discovery Financial Pob 15316 Wilmington, DE 19850	\$600.00	\$60
Chase Receivables 1247 Broadway Sonoma, CA 95476  Account No. X4015	\$949.00	\$94.90
Pacific Gas and Electric Company PO Box 8329 c/o Bankruptcy Department Stockton, CA 95208  (Claim 4-1)	\$859.15	\$85.92
BANKRUPTCY SECTION MS A340 FRANCHISE TAX BOARD PO Box 2952 Sacramento CA 95812- 2952  (Claim 11-1)	\$1,096.22	\$109.62
Coal Coast Credit Serv. 2906 Mcbridge Ln Santa Rosa, CA 95403  Account X2840	\$130.00	\$13.00



Afni (AT&T) PO Box 3097 Bloomington, IL 61702	\$62.00	\$6.20
Sonoma County Credit Service (orig. creditor: Penngrove Water Company) PO Box 1040 Santa Clara, CA 95052	\$334.20	\$33.42

This class includes any creditor whose allowed claim is \$1,200.00 or less, and any creditor in Class 2(b) whose allowed claim is larger than \$1,200.00 but agrees to reduce its claim to \$1,200. Each creditor will receive on the Effective Date of the Plan a single payment equal to 10% of its allowed claim.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Claimants in this class are impaired and are entitled to vote on confirmation of the Plan, unless their claims are paid in full with interest on the Effective Date of the Plan.**

**Class 2(b). [Other] General Unsecured Claims.**

Name of Creditor	Amount of Claim	Disputed Y/N	Amount to be Paid	Monthly Payment
Arbor Creek Association c/o Pro Solutions PO Box 311 Pittsburg, CA 94565  (Claim 3-1)	\$19,832.19	N	\$1,983.22	\$33.05
Deutsche Bank Nat'l Trust Co. Green Tree Servicing 345 St. Peter St. L800R St. Paul, MN. 55102  (Claim 5-1)	\$25,513.36	N	\$2,551.34	\$42.52
LVNV Funding, LLC c/o Resurgent Capital Services PO Box 10587 Greenville, SC 29603-0587  (Claim 6-1)	\$17,750.09	N	\$1,775.01	\$29.58

LVNV Funding, LLC c/o Resurgent Capital Services PO Box 10587 Greenville, SC 29603-0587  (Claim 7-1)	\$5,755.34	N	\$577.53	\$9.63
LVNV Funding, LLC c/o Resurgent Capital Services PO Box 10587 Greenville, SC 29603-0587  (Claim 8-1)	\$1,542.25	N	\$154.23	\$2.57
MIDLAND FUNDING LLC c/o Midland Credit Management, Inc. PO Box 2011 Warren, MI 48090  (Claim 9-1)	\$2,601.86	N	\$260.40	\$4.34
Advanta Bank Corporation c/o Resurgent Capital Services PO Box 10368 Greenville, SC 29603-0368  (Claim 10-1)	\$12,208.20	N	\$1,221.00	\$20.35
Persolve, LLC 9301 Winnetka Ave., Ste B Chatsworth, CA 91311  (Claim 12-1)	\$10,007.00	N	\$1,000.20	\$16.67
JP Morgan Chase Bank, N.A. f/k/a Washington Mutual Bank, 1111 Polaris Parkway Columbus, OH 43240  (avoided lien - 1 Third Street, San Rafael, CA, 94901 Junior Lien avoided per Court Order 1099(c) issued	\$0.00	N	\$0.00	\$0.00
PNC Bank, N.A.	\$61,129	N	\$6,112.90	\$101.80

Chase PO Box 15298 Wilmington, DE 19580  Account No. X2841	\$5,058.00	N	\$505.80	\$8.43
Chase PO Box 24696 Columbus, OH 43224  Account No. X1057 Listed on Schedule F at \$86,372 - deficiency balance on foreclosed property- \$0.00 owed due to California "one action rule"	\$0.00	N	\$0.00	\$0.00
Chase PO Box 24696 Columbus, OH 43224  Account No. X0519 Listed on Schedule F at \$192,542 - deficiency balance on foreclosed property- \$0.00 owed due to California "one action rule"	\$0.00	N	\$0.00	\$0.00
Bank of America PO Box 982235 El Paso, TX 79998  Account No. X9082	\$17,135.00	N	\$1,713.60	\$28.56
Persolve LLC dba Account Resolution Associates Attn: Michael H. Raichelson (Orig. C. Wells Fargo) 9301 Corbin Avenue Suite 1600 Northridge, CA 91324  Account X 7179	\$13,905.00	N	\$1,390.8	\$23.18
Questa Engineering Corporation 1220 Brickyard Cove Road Suite 206 Richmond, CA 94801-4171	\$2,500.00	N	\$250.20	\$4.17

Pro Solutions PO Box 311 Pittsburg, CA 94565	\$7,370.59	N	\$737.06	\$12.28
			Monthly Total	\$337.13

Allowed claims of general unsecured creditors [not treated as small claims] (including allowed claims of creditors whose executory contracts or unexpired leases are being rejected under this Plan) shall be paid as follows:

**Percent Plan.** Creditors will receive **10** percent of their allowed claim in 60 equal monthly payments, due on the 1<sup>st</sup> day of the month beginning on the month after the Effective Date.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **This class is impaired and is entitled to vote on confirmation of the Plan.** Debtor has indicated above whether a particular claim is disputed.

**PART 3: TREATMENT OF PRIORITY AND ADMINISTRATIVE CLAIMS**

(a) Professional Fees.

Debtor will pay the following professional fees in full on the Effective Date, or upon approval by the court, whichever is later.

Name and Role of Professional	Estimated Amount
Matthew Metzger, Esq., Belvedere Legal, PC Chapter 11 counsel	\$38,000.00

If Debtor cannot pay Mr. Metzger's fees on the Effective Date or following court approval, Mr. Metzger and the Debtor will attempt negotiate a mutually acceptable timetable to pay counsel's fees, once approved.

Professionals may not take collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Estate professionals are not entitled to vote on confirmation of the Plan.**

(b) (c) Tax Claims. Debtor will pay allowed claims entitled

to priority under section 507(a)(8) in full over time with interest (at the non-bankruptcy statutory interest rate) in equal amortizing payments in accordance with section 511 of the Bankruptcy Code. Payments will be made monthly, due on the 1<sup>st</sup> day of the month that begins after Effective Date. To the extent amounts owed are determined to be other than as shown below, appropriate adjustments will be made in the number of payments.

Priority tax creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Priority tax claimants are not entitled to vote on confirmation of the Plan.**

Name of Creditor	Estimated Amount of Claim	Statutory Interest Rate	Payment Amount	Number of Payments
BANKRUPTCY SECTION MS A340 FRANCHISE TAX BOARD PO Box 2952 Sacramento CA 95812-2952  (Claim 11-1)	\$876.98	\$3.480%	\$909.12	1

(d) Other Priority Claims - Security Deposits

**1 Third Street, San Rafael, CA 94901**

Name of Tenant	Deposit Amount
Dr. Scott Sinclair	\$1,000.00
Brendan O'Rourke	\$700.00
Audree Richards	\$850.00
Babette Shine	\$1,000.00

**1 Third Street, San Rafael, CA 94901 - Dock**

Name of Tenant	Deposit Amount
Clifford Bara	No deposit

**200 East Street, Penngrove, CA 94951**

Name of Tenant	Deposit Amount
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Mary and Roxanne Urry	\$1,800.00
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Debtor will retain deposits until tenants vacate. Upon a vacancy, Debtor will return deposits to tenant(s).

**PART 4: EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(a) Executory Contracts/Unexpired Leases Assumed. Debtor assumes the following executory contracts and/or unexpired leases upon confirmation of this Plan and will perform all pre-confirmation and post-confirmation obligations thereunder. Post-confirmation obligations will be paid as they come due. Pre-confirmation arrears will be paid [select one] [in full on the Effective Date] in [number] equal [monthly/quarterly] installments beginning on the first day of [month & year].

**1 Third Street, San Rafael, CA 94901**

Name of Counter-Party	Description of Contract/Lease	Monthly Rent
Scott Sinclair	Unexpired Lease (rental agreement)	\$695.00
Brendan O'Rourke	Unexpired Lease (rental agreement)	\$700.00
Audree Richards	Unexpired Lease (rental agreement)	\$860.00
Babette Shine	Unexpired Lease (rental agreement)	\$875.00
Clifford Bara	Unexpired Lease (rental agreement) (dock)	\$500.00
	Total:	\$3,630.00

**200 East Street, Penngrove, CA**

Name of Counter-Party	Description of Contract/Lease	Monthly Rent
Mary and Roxanne Urry	Unexpired Lease (rental agreement)	\$1,800.00

(c) Executory contracts and unexpired leases not specifically assumed or rejected above will be deemed rejected.

**PART 5: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION**

(a) Discharge. Debtor shall not receive a discharge of debts until Debtor makes all payments due under the Plan or the court grants a hardship discharge.

(b) Vesting of Property. On the Effective Date, all property of the estate and interests of the Debtor will vest in the reorganized Debtor pursuant to § 1141(b) of the Bankruptcy Code free and clear of all claims and interests except as provided in this Plan, subject to revesting upon conversion to Chapter 7 as provided in Part 6(f) below.

(c) Plan Creates New Obligations. Except as provided in Part 6(d) and (e), the obligations to creditors that Debtor undertakes in the confirmed Plan replace those obligations to creditors that existed prior to the Effective Date of the Plan. Debtor's obligations under the confirmed Plan constitute binding contractual promises that, if not satisfied through performance of the Plan, create a basis for an action for breach of contract under California law. To the extent a creditor retains a lien under the Plan, that creditor retains all rights provided by such lien under applicable non-Bankruptcy law.

**PART 6: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN**

(a) Creditor Action Restrained. The confirmed Plan is binding on every creditor whose claims are provided for in the Plan. Therefore, even though the automatic stay terminates on the Effective Date with respect to secured claims, no creditor may take any action to enforce either the pre-confirmation obligation or the obligation due under the Plan, so long as Debtor is not in material default under the Plan, except as provided in Part 6(e) below.

(b) Obligations to Each Class Separate. Debtor's obligations under the Plan are separate with respect to each class of creditors. Default in performance of an obligation due to members of one class shall not by itself constitute a default with respect to members of other classes. For purposes of this Part 6, the holders of all administrative claims shall be considered to be a single class, the holders of all priority claims shall be considered to be a single class, and each non-debtor party to an assumed executory contract or lease shall be

considered to be a separate class.

(c) Material Default Defined. If Debtor fails to make any payment, or to perform any other obligation required under the Plan, for more than 10 days after the time specified in the Plan for such payment or other performance, any member of a class affected by the default may serve upon Debtor and Debtor's attorney (if any) a written notice of Debtor's default. If Debtor fails within 30 days after the date of service of the notice of default either: (i) to cure the default; (ii) to obtain from the court an extension of time to cure the default; or (iii) to obtain from the court a determination that no default occurred, then Debtor is in Material Default under the Plan to all the members of the affected class.

(d) Remedies Upon Material Default. Upon Material Default, any member of a class affected by the default: (i) may file and serve a motion to dismiss the case or to convert the case to Chapter 7; or (ii) without further order of the court has relief from stay to the extent necessary, and may pursue its lawful remedies to enforce and collect Debtor's pre-confirmation obligations.

(e) Claims not Affected by Plan. Upon confirmation of the Plan, and subject to Part 5(c), any creditor whose claims are left unimpaired under the Plan may, notwithstanding paragraphs (a), (b), (c), and (d) above, immediately exercise all of its contractual, legal, and equitable rights, except rights based on default of the type that need not be cured under section 1124(2)(A) and (D).

(f) Effect of Conversion to Chapter 7. If the case is at any time converted to one under Chapter 7, property of the Debtor shall vest in the Chapter 7 bankruptcy estate to the same extent provided for in section 348(f) of the Bankruptcy Code upon the conversion of a case from Chapter 13 to Chapter 7.

(g) Retention of Jurisdiction. The bankruptcy court may exercise jurisdiction over proceedings concerning: (i) whether Debtor is in Material Default of any Plan obligation; (ii) whether the time for performing any Plan obligation should be extended; (iii) adversary proceedings and contested matters pending as of the Effective Date or specifically contemplated in this Plan to be filed in this court (see Part 7(f)); (iv) whether the case should be dismissed or converted to one under Chapter 7; (v) any objections to claims; (vi) compromises of controversies under Fed. R. Bankr. Pro. 9019; (vii) compensation



of professionals; and (viii) other questions regarding the interpretation and enforcement of the Plan.

**PART 7: GENERAL PROVISIONS**

(a) Effective Date of Plan. The Effective Date of the Plan is the fifteenth day following the date of the entry of the order of confirmation, if no notice of appeal from that order has been filed. If a notice of appeal has been filed, Debtor may waive the finality requirement and put the Plan into effect, unless the order confirming the Plan has been stayed. If a stay of the confirmation order has been issued, the Effective Date will be the first day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

(b) Disputed Claim Reserve. Debtor will create a reserve for disputed claims. Each time Debtor makes a distribution to the holders of allowed claims, Debtor will place into a reserve the amount that would have been distributed to the holders of disputed claims if such claims had been allowed in the full amount claimed. If a disputed claim becomes an allowed claim, Debtor shall immediately distribute to the claimant from the reserve an amount equal to all distributions due to date under the plan calculated using the amount of the allowed claim. Any funds no longer needed in reserve shall be returned to Debtor.

(c) Cramdown. Pursuant to section 1129(b) of the Bankruptcy Code, Debtor reserves the right to seek confirmation of the Plan despite the rejection of the Plan by one or more classes of creditors.

(d) Severability. If any provision in the Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

(e) Governing Law. Except to the extent a federal rule of decision or procedure applies, the laws of the State of California govern the Plan.

(f) Lawsuits.

Debtor believes that causes of action for fraudulent transfers, voidable preferences, or other claims for relief exist against the following parties:

Party	Creditor Y/N	Nature of Claim	Amount of Claim	Will Debtor Prosecute Action? Y/N

(g) Notices. Any notice to the Debtor shall be in writing, and will be deemed to have been given three days after the date sent by first-class mail, postage prepaid and addressed as follows:

Debtor: With a copy (not constituting notice) to:

George Henry Richards  
6840 Sir Francis Drake Blvd,  
Forest Knolls, CA 94933

Belvedere Legal, PC  
Matthew D. Metzger  
1777 Borel Place, Suite 314  
San Mateo, CA 94402

(h) Post-Confirmation United States Trustee Fees. Following confirmation, Debtor shall continue to pay quarterly fees to the United States Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6). So long as Debtor is required to make these payments, Debtor shall file with the court quarterly reports in the form specified by the United States Trustee for that purpose.

(i) Deadline for § 1111(b) Election. Creditors with an allowed secured claim can make a timely election under section 1111(b) no later than 14 days before the first date set for the hearing on confirmation of the Plan.

Dated: August 16, 2016

/s/ George Henry Richards  
George Henry Richards  
Debtor

BELVEDERE LEGAL, PC

/s/ Matthew D. Metzger  
Matthew D. Metzger  
Attorney for Debtor

**Attorney Certification**

I, Matthew D. Metzger, am legal counsel for the Debtor(s) in the above-captioned case and hereby certify the following: (i) the foregoing plan is a true and correct copy of the Individual Chapter 11 Combined Plan and Disclosure Statement promulgated by the Northern District of California, San Francisco Division, on July 30, 2012 (the "Standard-Form Plan"); and (ii) except as specified below, there have been no alterations or modifications to any provision of the Standard-Form Plan.

The following provisions of the Standard-Form Plan have been altered or otherwise modified.

I declare that the foregoing is true and correct. Executed this 16th day of August, 2016.

BELVEDERE LEGAL, PC

\_/s/ Matthew D. Metzger\_\_\_\_\_  
Matthew D. Metzger  
Attorney for Debtor

## **Exhibit 1 - Events That Led To Bankruptcy**

Following the Great Recession, the Debtor lost tenant income and was unable to timely make mortgage payment obligations. The Debtor sought protection under Chapter 11 to enjoin a pending foreclosure sale on the real property commonly known as 1 Third Street, San Rafael, CA, 94901 (the "Third Street" property). The Debtor sought to use chapter 11 to reorganize by 1)renovating structures; 2) increasing tenant income; 3)renegotiating the payment timetables with the Debtor's secured lienholders; 4) repaying in full the Debtor's obligations to governmental taxing authorities; and 4) pledging all the Debtor's disposable income to general unsecured creditors for 60 months with as great a dividend as the Debtor could manage.

**Exhibit 2 - What Creditors Would Receive if the Case Were Converted to a Chapter 7**

Real Property #1: 1 Third Street, San Rafael, CA, 94901

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$635,000 <sup>2</sup>	1 <sup>st</sup> \$992,000				(0.00)
	2 <sup>nd</sup>				

Real Property #2: 200 East Street, Penngrove, CA 94951

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$435,000 <sup>3</sup>	1 <sup>st</sup> \$498,000				(0.00)
	2 <sup>nd</sup>				

Real Property #3: 1282 Fowler Creek, Sonoma, CA 95476

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$460,000 <sup>4</sup>	1 <sup>st</sup> \$802,000				(0.00)
	2 <sup>nd</sup>				

Real Property #4: 6840 Sir Francis Drake Blvd, Forest Knolls, CA 94933

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$600,000 <sup>5</sup>	1 <sup>st</sup> \$651,000				(0.00)
	2 <sup>nd</sup>				

Real Property #5: Marin County Vacant Lot - APN 003-022-06

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$175,000	1 <sup>st</sup> 225,000				(0.00)
	2 <sup>nd</sup>				

<sup>2</sup> 11/16/2015 appraisal by Wells Fargo: \$635,000.

<sup>3</sup> October 2015 broker's price opinion: \$435,000. property needs at least \$25,000 of deferred maintenance}.

<sup>4</sup> Property needs approximately \$120,000 of repairs. Assessor's value: \$580,000, less repairs - \$460,000. See also ECF/Docket No. 85 (fmv=\$460,000).

<sup>5</sup>Valuation based on Debtor's opinion. Property needs significant deferred maintenance, has inferior lot layout, and is located on a busy street.

**Personal Property:**

Description	Liquidation Value	Secured Claim	Amt of Exemption	Net Proceeds
Cash	\$67,534.20 <sup>6</sup>		\$26,925 CCP§703.140(b)(5)	\$40,609.20
Automobile: 1999 Ford Ranger	\$550.00			\$550.00
Automobile: 1999 Isuzu Rodeo	\$1,500.00		\$1,500.00 CCP§703.140(b)(2)	\$0.00
Automobiles (not running)	\$6,475.00			\$6,475.00
Household Furnishings	\$6,125.00		\$6,125.00 CCP§703.140(b)(3)	\$0.00
Jewelry	\$400.00		\$400.00 CCP§703.140(b)(4)	\$0.00
Equipment	\$600.00		\$600 CCP§703.140(b)(6)	\$0.00
Stocks / Investments	\$1.00			\$1.00
Accounts Receivable	\$5,000			\$5,000.00
TOTAL				\$52,635.20
Net Proceeds of Real Property and Personal Property				\$52,635.20
Recovery from Preferences / Fraudulent Conveyances [ADD]				\$0.00
Chapter 7 Administrative Claims [SUBTRACT]				
Chapter 11 Administrative Claims [SUBTRACT]				\$38,000.00
Priority Claims [SUBTRACT]				\$876.88
Chapter 7 Trustee Fees [SUBTRACT]				\$3,689.01
Chapter 7 Trustee's Professionals [SUBTRACT]				\$5,000.00
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS				\$5,069.21
Estimated Amount of Unsecured Claims				\$187,519.04
Percent Distribution to Unsecured Creditors Under Proposed Plan				10%
Percent Distribution to Unsecured Creditors Under Liquidation Analysis				0.03%

<sup>6</sup> Cash based on DIP account balances as of 8/16/2016 as follows:

Account	Balance as of 8/16/2016
General DIP Account (X5447)	\$11,252.99
Sir Francis Drake DIP Account (X5454)	\$1.00
Third Street DIP Account (X5413)	\$54,181.94
Penngrove DIP Account (X5421)	\$2,097.27
Fowler Creek DIP Account (X5439)	\$1
Total	\$67,534.20

**Exhibit 3 - Monthly Income and Expenses**

<b>Income</b>	<b>Amount</b>
Gross Employment Income	
Gross Business Income - Union Work (Display Installation, etc.)	\$3,500.00
Gross Business Income - Handyman Work	\$300.00
Rental Income (6840 Sir Francis Drake Blvd, Forest Knolls/home)	\$3,400.00
Social Security	\$464.00
Positive Cash Flow on Investment Property (Exhibit 5, Line A)	\$68.94
<b>A. Total Monthly Income</b>	<b>\$7,732.94</b>

<b>Expenses</b>	<b>Amount</b>
Includes Plan Payments on Secured Claims for Residence and Car	
Payroll Taxes and Related Withholdings	\$516.17
Retirement Contributions (401k, IRA, PSP)	
Shelter Expenses (rent/mortgage, insurance, taxes, utilities) (Total Arrearages on Principal Residence are est. \$58,292.26) 6840 Sir Francis Drake Blvd, Forest Knolls, CA 94933	\$5,537.39
Household Expenses (food)	\$100.00
Transportation Expenses (car payments, insurance, fuel)	\$200.00
Personal Expenses (e.g. recreation, clothing, laundry, medical)	\$95.00
Alimony / Child Support -n.a.	
Other Expenses - Union Dues	\$55.00
Negative Cash Flow on Investment Property (Exhibit 5, Line B)	619.07
<b>B. Total Monthly Expenses</b>	<b>\$7,122.63</b>
<b>C. Disposable Income</b> (Line A - Line B)	<b>\$610.31</b>

<b>Plan Payments</b>	<b>Amount</b>
Plan Payments Not Included in Calculating Disposable Income	
Administrative Claims	
Priority Claims	
General Unsecured Creditors	\$337.13
[OTHER PLAN PAYMENTS - DESCRIBE]	
<b>D. Total Plan Payments</b>	<b>\$337.13</b>

<b>E. Plan Feasibility</b> (Line C - Line D) (Not feasible if less than zero)	\$273.18
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Individual Chapter 11

Combined Plan & Disclosure Statement

August 16, 2016

(Version: 7/30/12)

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**Exhibit 4 - Effective Date Feasibility**

Can the Debtor Make the Effective Day Payments?

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date		\$50,000.00
Payments on Effective Date		
Unclassified Claims		
Administrative Expense Claims	\$38,000.00	
Priority Claims	\$909.12	
Class 1(a)(3) Claim	\$4,515.18	
Small Claims (Class 2(a))	\$450.06	
U.S. Trustee Fees		
B. Total Payments on Effective Date		\$43,874.36
<b>C. Net Cash on Effective Date</b> (Line A - Line B) (Not feasible if less than zero)		\$14,125.64



**Exhibit 5 - Investment Property Analysis**

**Properties with Positive Monthly Cash-Flow:**

Real Property #1 Income: 1 Third Street, San Rafael, CA, 94901

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$4,330.00 <sup>7</sup>	1 <sup>st</sup> \$3,217.45	\$430	\$625.12		\$57.43
	2 <sup>nd</sup>				
	3 <sup>rd</sup>				

Real Property #2 Income: 200 East Street, Penngrove, CA 94951

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$1930.00 <sup>8</sup>	1 <sup>st</sup> \$2,204.08	\$33.33	\$493.74		\$3.80
	2 <sup>nd</sup>				

Real Property #3 Income: 1282 Fowler Creek, Sonoma, CA 95476

Rental Income	Mortgage	Insurance	Property Taxes	Escrow	Net Income
\$3,900.00 <sup>9</sup>	1 <sup>st</sup> \$3,278.51	n.a.	n.a.	\$613.78	\$7.71
	2 <sup>nd</sup>				

<b>A. Total Positive Cash Flow</b>	\$68.94
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**Properties with Negative Monthly Cash-Flow:**

Real Property #5 Income: Marin County Vacant Lot - APN 003-022-06

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$0.00	1 <sup>st</sup> \$50	\$150	\$469.07		(\$619.07)
<b>B. Total Negative Cash Flow</b>					(\$619.07)

<sup>7</sup> Rental income at present (8/16/2016) is \$3,630; Debtor reasonably anticipates additional rental income of \$700 from additional dock rental by or before Confirmation Hearing.

<sup>8</sup> Rental income at present (8/16/2016) is \$1,800; Debtor reasonably anticipates additional rental income of \$130 from additional storage rental on property by or before Confirmation Hearing.

<sup>9</sup> Rental income figure predicated on *anticipated* rental income. Debtor will pay from est. \$65,000 of insurance check proceeds until rented (16 months available/burn rate).