

United States Bankruptcy Court  
Northern District of California

In re:

Case No. 15-31330  
Chapter 11

**LUIS A. SEGURA AND YOLANDA SEGURA**

\_\_\_\_\_/

**[PROPOSED] COMBINED PLAN OF REORGANIZATION  
AND DISCLOSURE STATEMENT  
(AUGUST 1, 2016)**

**INTRODUCTION**

This is Debtors' 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: **100%** of their allowed claims. 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 Debtors' 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 Debtors are 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 Debtors' 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 Debtors default 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 Debtors make all Plan payments. Enforcement of the Plan, discharge of the Debtors, and creditors' remedies if Debtors default, are described in detail in Parts 5 and 6 of the Plan.

**PART 1: TREATMENT OF SECURED CREDITORS**

**Creditors' Rights Remain Unchanged.**

Class	Name of Creditor	Description of Collateral
1(a)	U.S. Bank, N.A. / Bank of America	326 Bay Ridge Drive, Daly City, CA 94014
1(b)	Bank of America, N.A.	326 Bay Ridge Drive, Daly City, CA 94014

These creditors' legal, equitable, and contractual rights remain unchanged with respect to the above collateral. The confirmation order will constitute an order for relief from stay. Creditors in these classes shall retain their interest in the collateral until paid in full. **These secured claims are not impaired and are not entitled to vote on confirmation of the Plan.**

**Property to be Sold.**

Class	Name of Creditor	Collateral	Value of Collateral	Monthly Payment
1(c)	Bank of New York Mellon / Bank of America	51 Seville St., San Francisco, CA 94112	\$900,000	\$3,976.97

1(d)	Bank of New York Mellon / Nationstar Mortgage, LLC	51 Seville St., San Francisco, CA 94112	\$900,000	\$776.11
1(e)	Deutsche Bank National Trust / Ocwen Loan Servicing, LLC	1969 San Jose Ave., San Francisco, CA 94112	\$900,000	\$3,490.42
1(f)	Silvia Hurtado	1969 San Jose Ave. and 51 Seville St.	\$1,800,000	
1(g)	Carlos Sumpalaj	1969 San Jose Ave. and 51 Seville St.	\$1,800,000	
1(h)	Floridalma bac	1969 San Jose Ave. and 51 Seville St.	\$1,800,000	

Debtors will sell the above collateral by February 2016 (estimated date), paying secured creditors from the proceeds of the sale. Debtors will file a motion for approval of any such sale on 28 days notice to lien holders. Unless the court orders otherwise, a lienholder whose lien is not in bona fide dispute may credit bid the amount of its lien at the sale. Any deficiency claim is a general unsecured claim treated in Part 2.

Debtors will continue making monthly obligated payments pending the closing of the sale, due the 15<sup>th</sup> day of the month.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtors are 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.**

## **PART 2: TREATMENT OF GENERAL UNSECURED CREDITORS**

### **Class 2(a). Small Claims.**

Name of Creditor	Amount of Claim	Amount to be Paid
American Express Centurion Bank	\$553.34	\$553.34
Capital One Bank (USA), N.A. by American Infosource LP as agent	\$272.76	\$272.76
TOTAL	\$826.10	\$826.10

This class includes any creditor whose allowed claim is

\$600.00 or less, and any creditor in Class 2(b) whose allowed claim is larger than \$600.00 but agrees to reduce its claim to \$600.00. Each creditor will receive on the Effective Date of the Plan a single payment equal to the lesser of its allowed claim or \$600.00.

Creditors in this class may not take any collection action against Debtor so long as Debtors are 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	Lump Sum Payment
American InfoSource LP as agent for T-Mobile	\$2,206.36 <sup>1</sup>	Y	\$0	\$0
American InfoSource LP as agent for T-Mobile	\$3,238.54	Y	\$0	\$0
American InfoSource LP as agent for T-Mobile	\$3,432.20	Y	\$0	\$0
Allstate Insurance Company	\$110,936.71 <sup>2</sup>	Y	\$0 estimated	\$0
Carlos Sumpalaj	\$26,647.90 <sup>3</sup>	Y	\$26,647.90	\$26,647.90
Floridalma Bac	\$26,647.90	Y	\$26,647.90	\$26,647.90
Silvia Hurtado	\$26,647.90	Y	\$26,647.90	\$26,647.90
Mannion & Lowe	\$4,500.00	N	\$4,500	\$4,500
Verizon	\$1,733.00 <sup>4</sup>	Y	\$0	\$0

<sup>1</sup> Debtors will object to claims of American InfoSource LP as agent for T-Mobile as being the result of identity theft and/or fraud .

<sup>2</sup> The claim of Allstate Insurance Company is a contingent, unliquidated claim. As liquidation of this claim may unduly delay the administration of the estate, Debtors will move the Court for estimation and temporary allowance for voting purposes pursuant to Bankruptcy Rule 3018.

<sup>3</sup> Debtors may object to the claims of Carlos Sumpalaj, Floridalma Bac, and Silvia Hurtado to the extent that such claims contain improper post-petition default interest or post-petition attorneys' fees that were incurred in litigation over issues involving federal bankruptcy law. Although the Plan lists a lump sum payment of these creditors in the proof of claim amount, Debtors will only make payments on allowed claims.

<sup>4</sup> Debtors will object to claim of Verizon as being the result of identity theft and/or fraud.

Wells Fargo Bank, N.A.	\$16,749.90	N	\$16,749.90	\$16,749.90
TOTAL	\$218,240.41		\$101,193.6	\$101,193.60

Allowed claims of general unsecured creditors (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 one-hundred percent (100%) of their allowed claim in a lump sum payment on the later of the Effective Date or the date of the completion of sales of the 1969 San Jose and 51 Seville Properties.

Creditors in this class may not take any collection action against Debtors so long as Debtors are 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.** Debtors have 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
Jaurigue Law Group, attorney for Debtors	\$55,000
Devi Strass, real estate broker	\$0 (professional will be paid upon approved sale of properties as cost of sale)
Mannion & Lowe, state litigation counsel (not yet employed)	\$0 (professional will be paid contingency fee upon judgment against Allstate Insurance Company)

Professionals may not take collection action against Debtors so long as Debtors are 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) Other Administrative Claims. Debtors will pay other

allowed claims entitled to priority under section 503(b) in full on the Effective Date; except expenses incurred in the ordinary course of Debtors' business or financial affairs, which shall be paid when normally due and payable (these creditors are not listed below). All fees payable to the United States Trustee as of confirmation will be paid on the Effective Date; post-confirmation fees to the United States Trustee will be paid when due.

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

Name of Administrative Creditor	Estimated Amount of Claim
None.	

(c) Tax Claims. Debtors 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/quarterly], due on the [number] day of the [month/quarter], starting [month & year]. 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 Debtors so long as Debtors are 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
None.				

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

(a) Executory Contracts/Unexpired Leases Assumed. Debtors assume 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.

Name of Counter-Party	Description of Contract/Lease
Alejandro Bell, tenant	Month to month residential tenancy
Alma Villegas, tenant	Month to month residential tenancy
Ana Sanders, tenant	Month to month residential tenancy
Andrew Challenger, tenant	Month to month residential tenancy
Claudia Parada, tenant	Month to month residential tenancy
Damian Malone, tenant	Month to month residential tenancy
Florence Bell, tenant	Month to month residential tenancy
Maria Pineda, tenant	Month to month residential tenancy
Pinky Lewaster, tenant	Month to month residential tenancy
Raul Lee, tenant	Month to month residential tenancy
Ruben Latona, tenant	Month to month residential tenancy
Ulises Flores, tenant	Month to month residential tenancy
Vittesh Mokjan, tenant	Month to month residential tenancy

(b) Executory Contracts/Unexpired Leases Rejected. Debtors reject the following executory contracts and/or unexpired leases and surrenders any interest in the affected property, and allows the affected creditor to obtain possession and dispose of its property, without further order of the court. Claims arising from rejection of executory contracts have been included in Class 2 (general unsecured claims).

Name of Counter-Party	Description of Contract/Lease
None.	

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

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

(a) Discharge. Debtors shall not receive a discharge of debts until Debtors make 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 Debtors will vest in the reorganized Debtors 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 Debtors undertake in the confirmed Plan replace those obligations to creditors that existed prior to the Effective Date of the Plan. Debtors' 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. Debtors' 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 Debtors fail 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 Debtors and Debtors' attorney (if any) a written notice of Debtors' default. If Debtors fail 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 Debtors are 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 Debtors 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. Debtors will create a reserve for disputed claims. Each time Debtors makes a distribution to the holders of allowed claims, Debtors 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, Debtors 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 Debtors.

(c) Cramdown. Pursuant to section 1129(b) of the Bankruptcy Code, Debtors reserve 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.

Debtors believe 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
None.				

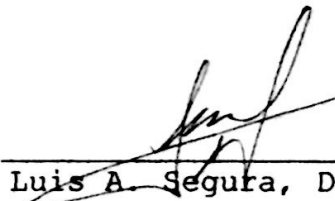
(g) Notices. Any notice to the Debtors shall be in writing, and will be deemed to have been given three days after the date sent by first-class mail, postage prepaid and addressed as follows:

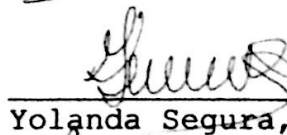
Luis and Yolanda Segura  
c/o Jaurigue Law Group  
114 N. Brand Blvd., Ste #200  
Glendale, CA 91203


(h) Post-Confirmation United States Trustee Fees. Following confirmation, Debtors 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 Debtors are required to make these payments, Debtors 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 1, 2016

  
\_\_\_\_\_  
Luis A. Segura, Debtor

  
\_\_\_\_\_  
Yolanda Segura, Debtor

  
\_\_\_\_\_  
JAURIGUE LAW GROUP  
Nam H. Le  
Attorney for Debtor

## Attorney Certification

I, Nam H. Le, 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.

References to "Debtor" in the singular have been changed to "Debtors" throughout the Plan.

Column widths for tables throughout the Plan were modified for aesthetic purposes.

I declare that the foregoing is true and correct. Executed this 1<sup>st</sup> day of August, 2016.

/s/ Nam H. Le  
Attorney for Debtor(s)

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

In or around June of 2013 in the San Francisco Superior Court, a judgment was entered against the Debtors and in favor of Silvia Hurtado, Carlos Sumpalaj, and Floridalma Bac (the "Judgment Creditors") for a total amount of \$132,950 in a breach of habitability lawsuit. Later in November 2013, the Court awarded an additional \$430,100 in attorney's fees and \$11,709.44 in costs to Judgment Creditors' attorneys.

Debtor Luis A. Segura works as a driver for GreenStreet Cleaners, and Debtor Yolanda Segura is a self-employed house cleaner. The Seguras are married but separated. Mr. Segura lives at the property located at 51 Seville St., San Francisco, CA 94112. Ms. Segura lives at the property located at 326 Bay Ridge Dr., Daly City, CA 94014. The Debtors live paycheck to paycheck. However, the Debtors have built a significant amount of equity in their real properties as they have diligently paid their mortgages over the past 20 years and due to the skyrocketing values of homes in the San Francisco area.

Debtors have filed this action to conduct an order liquidation of their assets to satisfy the claims against the estate.

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

Real Property #1: 51 Seville St., San Francisco, CA 94112

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$900,000	1 <sup>st</sup> BNY Mellon / Nationstar \$139,158.46	\$72,000 <sup>5</sup>	\$0	\$0	\$0
	2 <sup>nd</sup> BNY Mellon / Bank of America \$42,796.55				
	3 <sup>rd</sup> Bac \$231,967.28				
	4 <sup>th</sup> Hurtado \$272,399.35				
	5 <sup>th</sup> Sumpalaj \$245,950.83				

Real Property #1: 326 Bay Ridge Dr., Daly City, CA 94014

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$850,000	1 <sup>st</sup> U.S. Bank N.A. / Bank of America \$477,785.25	\$68,000	\$0	\$100,000	\$183,201.34
	2 <sup>nd</sup> Bank of America \$21,013.41				

Real Property #1: 1969 San Jose Ave., San Francisco, CA 94112

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$900,000	1 <sup>st</sup> Deutsche Bank / Ocwen \$376,733.13	\$72,000	\$16,309	\$0	\$330,685.40
	2 <sup>nd</sup> Sumpalaj \$104,272.47 (remaining balance)				

<sup>5</sup> Cost of sale is estimated at 8% of value of stated property for the purposes of this Exhibit

Personal Property:

Description	Liquidation Value	Secured Claim	Amt of Exemption	Net Proceeds
Cash	\$241.74		\$0	\$241.74
Automobile #1 - 2008 Toyota Tacoma	\$10,000		\$2,900	\$6,300
Automobile #2 - 2004 Toyota Corolla	\$3,200		\$0	\$2,944
Automobile #3 - 2005 Toyota Corolla	\$2,000		\$0	\$1,840
2007 Kawasaki Jet Ski	\$1,000		\$0	\$920
Household Furnishings	\$1,750		\$1,750	\$0
Jewelry	\$0		\$0	\$0
Equipment	\$0		\$0	\$0
Stocks / Investments	\$0		\$0	\$0
IRA	\$67,760		\$67,760	\$0
Claim against Allstate	Unknown		\$0	Unknown
Other Personal Property	\$0		\$0	\$0
TOTAL				\$12,245

Net Proceeds of Real Property and Personal Property	\$526,131.74
Recovery from Preferences / Fraudulent Conveyances [ADD]	\$0
Chapter 7 Administrative Claims [SUBTRACT]	\$0
Chapter 11 Administrative Claims [SUBTRACT]	\$55,000
Priority Claims [SUBTRACT]	\$0
Chapter 7 Trustee Fees [SUBTRACT]	\$13,250
Chapter 7 Trustee's Professionals [SUBTRACT]	\$20,000
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS	\$437,881.40

Estimated Amount of Unsecured Claims	\$222,740.41 (\$101,193.6 allowed claims estimated)
Percent Distribution to Unsecured Creditors Under Proposed Plan	100 %
Percent Distribution to Unsecured Creditors Under Liquidation Analysis	100 %

**Exhibit 3 - Monthly Income and Expenses**

<b>Income</b>	<b>Amount</b>
Debtor Gross Employment Income	\$3,784.50
Debtor Gross Business Income (Lyft)	\$1,010
Spouse Employment Income	\$1,500
Positive Cash Flow on Investment Property (Exhibit 5, Line A)	\$3,688
Family contribution towards 326 Bay Ridge shelter expenses	\$3,400
<b>A. Total Monthly Income</b>	<b>\$13,382.50</b>

<b>Expenses</b>	<b>Amount</b>
Includes Plan Payments on Secured Claims for Residence and Car	
Payroll Taxes and Related Withholdings	\$592.19
Retirement Contributions (401k, IRA, PSP)	\$0
Shelter Expenses for Debtor (rent/mortgage, insurance, taxes, utilities for 51 Seville St.) (Total Arrearages on Principal Residence are \$0)	\$5,733.16
Shelter Expenses for Spouse (rent/mortgage, insurance, taxes, utilities for 326 Bay Ridge) (Total Arrearages on Principal Residence are \$0)	\$5,225.51
Household Expenses (food)	\$800
Transportation Expenses (car payments, insurance, fuel)	\$470
Personal Expenses (e.g. recreation, clothing, laundry, medical)	\$150
Alimony / Child Support	
Other Expenses - Trustee Quarterly Fee	\$216.67
Negative Cash Flow on Investment Property (Exhibit 5, Line B)	\$0
<b>B. Total Monthly Expenses</b>	<b>\$12,970.86</b>

<b>C. Disposable Income</b> (Line A - Line B)	\$194.97
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<b>Plan Payments</b>	<b>Amount</b>
Plan Payments Not Included in Calculating Disposable Income	
Administrative Claims	\$0
Priority Claims	\$0
General Unsecured Creditors	\$0
[OTHER PLAN PAYMENTS - DESCRIBE]	



<b>D. Total Plan Payments</b>	\$0 <sup>6</sup>
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<b>E. Plan Feasibility</b> (Line C - Line D) (Not feasible if less than zero)	\$194.97
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<sup>6</sup>Allowed claims in Plan will be paid in full upon sale of Debtors' 51 Seville and 1969 San Jose Properties  
Individual Chapter 11  
Combined Plan & Disclosure Statement  
July 30, 2012

(Version: 7/30/12)

**Exhibit 4 - Effective Date Feasibility**

Can the Debtor Make the Effective Day Payments?

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date (remaining proceeds from sales of 51 Seville and 1969 San Jose Properties)		\$330,685.40
Payments on Effective Date		
Unclassified Claims	\$0	
Administrative Expense Claims	\$55,000	
Priority Claims	\$0	
Small Claims (Class 2(a))	\$826.10	
Other General Unsecured Claims (Class 2(b))	\$101,193 estimated allowed claims	
U.S. Trustee Fees	\$6,500	
B. Total Payments on Effective Date		\$163,519.10
<b>C. Net Cash on Effective Date</b> (Line A - Line B) (Not feasible if less than zero)		\$167,166.30

**Exhibit 5 - Investment Property Analysis**

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

Real Property #1 Income: 1969 San Jose Ave., San Francisco, CA 94112

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$4,110	1 <sup>st</sup> \$3,472	Incl	Incl	\$550	\$88
	2 <sup>nd</sup>				
	3 <sup>rd</sup>				

[Add additional tables for additional real property]

Real Property #2 Income: 51 Seville St., San Francisco, CA 94112

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
\$3,600	1 <sup>st</sup> \$3,964.32	(In Debtor shelter expenses)	(In Debtor shelter expenses)	(In Debtor shelter expenses)	\$3,600
	2 <sup>nd</sup> \$776.00				
	3 <sup>rd</sup>				

<b>A. Total Positive Cash Flow</b>	\$3,688
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**Properties with Negative Monthly Cash-Flow:**

None

<b>B. Total Negative Cash Flow</b>	\$0
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