

United States Bankruptcy Court
Northern District of California

In re:

Case No. **15-41043 RLE**
Chapter 11

Ferdinand D. Ramirez
Geraldine Osorio Ramirez
Debtors.

**PROPOSED COMBINED PLAN OF REORGANIZATION
AND DISCLOSURE STATEMENT
9/6/2016**

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: The unsecured creditor claims, including the general unsecured claims of the IRS (\$10,699.36) (per POC 1-10 filed 6/14/16) and FTB (\$1163.93), Total Unsecured Claims of \$35,938.39. **General unsecured creditors will be paid 20% of their allowed claims in monthly payments of \$360.00 paid pro-rata over 20 months.** Taxes and other priority claims would be paid in full, as shown in Part 3.

***NOTE: Tax Returns have been amended and IRS has filed a Proof of Claim incorporating the new amounts after reviewing the returns. Attached as Exhibit 6 is the Stipulation with the IRS and a copy of the Proof of Claim.**

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

Ferdinand and Geraldine Ramirez Chapter 11
Combined Plan & Disclosure Statement
September 6, 2016

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(Version: 7/30/12)

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. Exhibit 6 is the Stipulation with the IRS and the Proof of Claim.

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
Creditors' Rights Remain Unchanged.

Class	Name of Creditor	Description of Collateral
1A	American Honda Finance	Automobile
1B	De Lage Landen Financial Services xx7562	Dental Office Equipment
1C	De Lage Landen Financial Services xx3646	Dental Office Equipment
1D	Wells Fargo Home Mortgage	Deed of Trust on Residence
1E	Wells Fargo Home Mortgage	HELOC on Residence
1F	Wells Fargo SBA	SBA 1 st Deed of Trust on Office Building

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.**

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

Class	Name of Creditor	Collateral	Value	Interest Rate	Monthly Payment
1G	IRS Secured Claim	All Unencumbered Property	*\$47,263.00	4%	\$1,228.84

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, starting from the Effective Date of the Plan in 40 equal monthly payments of \$1,228.84.** Any remaining amount due is a general unsecured claim treated in Part 2. 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.

***NOTE: Objection to the IRS Claim has been resolved. See settlement stipulation and amended proof of claim pursuant to resolution.**

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.

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

Class	Name of Creditor	Collateral	Amount Due	Interest Rate	Monthly Payment	Term
1H	TMC FINANCE	2 nd Deed of Trust on Office Building	249,892.00	7.689%	750.00	see note below

***NOTE: TMC Payment schedule: Starting from the Effective Date, 750.00 for first 18 months, 1000.00 for the next 12 months and 2205.15 thereafter, till paid in full pursuant to term of the loan as stated in the contract with TMC. These payments are included as part of the regular expenses for the Dental Practice and not listed as Plan payments.**

Debtor will pay the entire amount contractually due with interest as per the schedule above, starting on the Effective date, on the above secured claim. 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.

PART 2: TREATMENT OF GENERAL UNSECURED CREDITORS

Class 2. [Other] General Unsecured Claims.

Class 2 [Other] General Unsecured Claims

Name of Creditor	Amount of Claim	Disputed Y/N	Amount to be Paid	Monthly Payment
Advance Ceramics Dental Studio	1,130.00	N	226.00	11.30
Ana Shawwa	5,000.00	N	1,000.00	20.83
Bank Of The West POC# 2-1	1,204.46	N	240.89	5.02
Bby/cbna	2,825.00	N	565.00	11.77
Bk Of Amer	0.00	N	0.00	0.00
BYF Dental Enterprise	2,700.00	N	540.00	11.25
Cap1/berpl	0.00	N	0.00	0.00
Cap1/bstby	0.00	N	0.00	0.00
Cap1/cosco	0.00	N	0.00	0.00

Cap1/levtz	0.00	N	0.00	0.00
Chase - Pier 1	0.00	N	0.00	0.00
Chase Card	0.00	N	0.00	0.00
Chase Card	0.00	N	0.00	0.00
Chase Card	0.00	N	0.00	0.00
Chase Card	495.00	N	99.00	2.06
Comenity Bank/anntylr POC# 7-1	153.40	N	30.68	0.64
Comenity Bank/nwyrk&co	0.00	N	0.00	0.00
Comenity Bank/vctrsec	0.00	N	0.00	0.00
Crdt First	0.00	N	0.00	0.00
Discover Fin Svcs Llc	0.00	N	0.00	0.00
Juan Amaya	4,000.00	N	800.00	16.67
Kohls/capone POC# 8-2	555.24	N	111.05	2.31
Lidia Moran	2,000.00	N	400.00	8.33
Mcydsnb	0.00	N	0.00	0.00
Mcydsnb	0.00	N	0.00	0.00
Mcydsnb	0.00	N	0.00	0.00
Mcydsnb - POC# 5-1	1,978.01	N	395.60	8.24
Office Dep	1,573.00	N	314.60	6.55
Royal Prst	0.00	N	0.00	0.00
Sears/cbna	0.00	N	0.00	0.00
Sears/cbna	257.00	N	51.40	1.07
Starwood Vacation Owne	0.00	N	0.00	0.00
Syncb/anderson Tv&ster	0.00	N	0.00	0.00
Syncb/casual Corner	0.00	N	0.00	0.00
Syncb/chevron	0.00	N	0.00	0.00
Syncb/jcp	0.00	N	0.00	0.00
Syncb/jcp POC# 11-1	203.99	N	40.80	0.85
Syncb/merv	0.00	N	0.00	0.00
Syncb/mervyns	0.00	N	0.00	0.00
Syncb/old Navy	0.00	N	0.00	0.00
Talbots	0.00	N	0.00	0.00
Thd/cbna	0.00	N	0.00	0.00
Visdsnb	0.00	N	0.00	0.00
IRS * Based on POC #1-10	10,699.36	N	2,139.87	44.58
FTB * Based on POC# 9-2	1,163.93		232.79	4.85
TOTAL	35,938.39		7,187.68	359.38

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 20 percent of their

allowed claim in 20 equal monthly installments of \$360.00(rounded off),paid pro-rata,starting on 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
Danita Romero Accountant	\$4,000.00

Accountant will continue providing accounting and bookkeeping services to the Debtors and assist in submitting and collecting on services rendered in a timely manner.

The following professionals have agreed to accept payment over time as follows. Payments will be made [monthly/quarterly], due on the [number] day of the [month/quarter], starting [month & year] or upon approval by the court, whichever is later.

NOTE: Counsel for Debtor and Debtors have agreed on a payment schedule which will be effectuated after the Plan has been confirmed and the case is closed, allowing the Debtors to minimize UST fees as a result of payments to creditors and Counsel.

Name and Role of Professional	Estimated Amount	Payment Amount	Number of Payments
Mufthiha Sabaratnam, Attorney for Debtor	\$85,000.00	See Note above	Per funds available

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) Other Administrative Claims. Debtor 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 Debtor's 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 Debtor so long as Debtor is 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. 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 15th day of the month, starting on 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
FTB	5804.00	3%	495.00	12
IRS	51,536.00	4%	1379.00	40

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].

Name of Counter-Party	Description of Contract/Lease	Estimated Total Cure Amount	Installment Amount	Number of Installments
NONE				

(b) Executory Contracts/Unexpired Leases Rejected. Debtor rejects 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 [select one] [assumed/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.
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(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 [select one] [returned to Debtor] [distributed pro-rata among allowed claims in this class].

(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
NONE				

(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:

(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: _____

SEE NEXT PAGE FOR SIGNATURES

Debtor

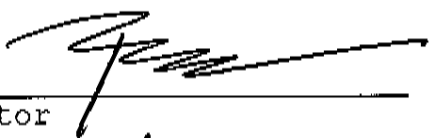
Debtor

Attorney for Debtor

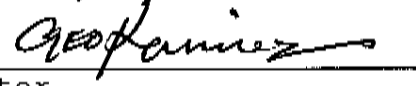
(h) Post-Confirmation United States Trustee Fees. Following confirmation, Debtor shall continue to pay quarterly fees to the United States Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6). So long as Debtor is required to make these payments, Debtor shall file with the court 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: 9-2-2016



Debtor



Debtor

/s/Mufthiha Sabaratnam

Attorney for Debtor

9/6/2016

Attorney Certification

I, Mufthiha Sabaratnam, 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.

1. Page 1 Para 2 - Note added re IRS POC
2. Page 4 in section titled Debtor to Strip Lien to value of collateral and pay over time - Note added.
3. Page 3 - Note added re IRS Claim
4. Following Sections were removed because they were not relevant to this Disclosure.
 - Part 1 Property to be Surrendered.
 - Part 1 Debtor to Strip Lien to Value of Collateral and Pay Over Time.
 - Part 1 Debtor to Strip Off Lien.
 - Part 1 Property to be Sold.
5. Page 5 Note added re Payments to secured creditor TMC.
6. Class 2 a removed
7. Page 6 - Note added re Accountant Services
8. Page 6 - Note added re Payment to Debtor's Counsel
9. Standard Form Exhibit 4 - Lines added to include IRS Secured, Priority and General Unsecured Payments.

I declare that the foregoing is true and correct. Executed this 6th day of September, 2016.

/s/Mufthiha Sabaratnam
Attorney for Debtor(s)

Exhibit 1 - Events That Led To Bankruptcy

Ferdinand D. Ramirez is a dentist and has been licensed since 1988. After graduating from dental school, together with his brother, also a dentist and another dentist, they formed the Aborn Dental Group in 1988. They worked together from 1988 through 1991 after which Ferdinand D. Ramirez broke away and built his own practice known as Almond Dental Care at the location named Almond Plaza. In 1995, he found an office condo which he furnished as a dental office and continued his own practice from 1995 to the present date. Until his wife took a real estate license she was the office manager and was responsible for the positive growth, keeping the books, marketing etc. for the office.

Geraldine Ramirez: After being a homemaker and taking care of her kids while they were growing up, Geraldine took her licensing exam to be a real estate salesperson and initially serviced short sales and foreclosures. She is currently concentrating on the uptick in the real estate market to increase her income as property values have risen in the markets she services.
Reason for filing:

The downturn in the economy in 2008 created a problem for the dental practice due to the fact that their patients either lost their jobs or had to work fewer hours and as a result lost the insurance coverage. The dental office had to rely on private patients which were already a part of the practice. The decrease in income in 2008- 2009 reduced cash flow and thereby reduced the funds necessary for marketing the practice, purchasing and upgrading equipment.

When Mrs. Ramirez went into the real estate business in order to find some other way of making income the dental practice further suffered. Dr. Ramirez could not find a suitable replacement and so the books and records of the practice were not properly kept and the tax liabilities kept accruing.

Ms. Ramirez' income did not fully supplement the losses and over time the debtor patients found other reasons not to keep their appointments. With the constant threat of the IRS levy, the focus was on how to pay creditors and not how to improve the business.

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

Real Property #1:272 White Fang Way, Livermore CA 94550

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
800,000.00	1 st 554,173.59	80,000	37,500.00	0.00	0.00
	2 nd 205,839.79				
	3 rd				

Real Property #2:7052 Dublin Blvd. Dublin CA 94568

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
220,000.00	1 st 410405.00	22,000.00	175,000.00	0.00	0.00
	2 nd 286985.00				
	9				
	3 rd				

Personal Property:

Description	Liquidation Value	Secured Claim	Amt of Exemption	Net Proceeds
Cash per July 31,2016 MOR	46,855.00	47,263.00	0.00	0.00
Automobile #1	500.00		0.00	408.00
Automobile #2	500.00		0.00	500.00
Automobile #3	2000.00		2000.00	0.00
Household Furnishings	1000.00		1000.00	0.00
Jewelry				
Equipment	25,000.00	58,400.00	7625.00	0.00
Stocks / Investments	0.00			0.00
Other Personal Property				
TOTAL				908.00

Net Proceeds of Real Property and Personal Property	908.00
Recovery from Preferences / Fraudulent Conveyances [ADD]	0.00
Chapter 7 Administrative Claims [SUBTRACT]	75,000
Chapter 11 Administrative Claims [SUBTRACT]	

Priority Claims	[SUBTRACT]	57,340.00
Chapter 7 Trustee Fees	[SUBTRACT]	
Chapter 7 Trustee's Professionals	[SUBTRACT]	
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS		0.00

Estimated Amount of Unsecured Claims	35,938.90
Percent Distribution to Unsecured Creditors Under Proposed Plan	20%
Percent Distribution to Unsecured Creditors Under Liquidation Analysis	0%

Exhibit 3 - Monthly Income and Expenses

Income	Amount
Gross Employment Income	2453.00
Gross Dental Business Income	20,294.00
Gross Real Estate Sales Business Income	8,670.00
Positive Cash Flow on Investment Property (Exhibit 5, Line A)	0.00
A. Total Monthly Income	31,417.00

Expenses	Amount
Includes Plan Payments on Secured Claims for Residence and Car	
Payroll Taxes and Related Withholdings + Income Taxes	1603.00
Retirement Contributions (401k, IRA, PSP)	0.00
Shelter Expenses (rent/mortgage, insurance, taxes, utilities) (Total Arrearages on Principal Residence are \$_____)	5437.00
Household Expenses (food)	550.00
Transportation Expenses (car payments, insurance, fuel)	634.00
Personal Expenses (e.g. recreation, clothing, laundry, medical)	600.00
Alimony / Child Support	
Other Expenses: Dental Practice and Real Estate Sales Expenses	15,622.00
Negative Cash Flow on Investment Property (Exhibit 5, Line B)	3,533.00
B. Total Monthly Expenses	27,979.00

C. Disposable Income (Line A - Line B)	3438.00
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Plan Payments	Amount
Plan Payments Not Included in Calculating Disposable Income	
Administrative Claims	0.00
Priority Claims	1825.23
General Unsecured Creditors	359.38
[OTHER PLAN PAYMENTS - Secured IRS	1228.84
D. Total Plan Payments	3,413.45
E. Plan Feasibility (Line C - Line D) (Not feasible if less than zero)	24.55

Exhibit 4 - Effective Date Feasibility

Can the Debtor Make the Effective Day Payments?

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date		45,000.00
Payments on Effective Date		
Unclassified Claims	0	
Secured Claim IRS	1229.00	
Administrative Expense Claims (Accountant)*	4,000.00	
Priority Claims (IRS and FTB)	1875.23	
General Unsecured Claims (Pro-rata)	360.00	
Small Claims (Class 2(a))	0.00	
U.S. Trustee Fees	650.00	
B. Total Payments on Effective Date		7463.00
C. Net Cash on Effective Date (Line A - Line B) (Not feasible if less than zero)		37,537.00

***NOTE: Counsel for Debtor and Debtors have agreed on a payment schedule which will be effectuated after the Plan has been confirmed and the case is closed, allowing the Debtors to minimize UST fees as a result of payments to creditors and Counsel.**

Exhibit 5 - Investment Property Analysis

Properties with Positive Monthly Cash-Flow:

Real Property #1 Income: [Insert Address]

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
	1 st				
	2 nd				
	3 rd				

[Add additional tables for additional real property]

Real Property #2 Income: [Insert Address]

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
	1 st				
	2 nd				
	3 rd				

A. Total Positive Cash Flow	
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Properties with Negative Monthly Cash-Flow:

Real Property #3 Income: 7052 Dublin Blvd., Dublin CA 94568

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
0.00	1 st 2287.00		496.78		-3,533.00
	2 nd 750.00	Note: Insurance and other expenses are included in monthly expense			
	3 rd				

Real Property #4 Income: [Insert Address]

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
	1 st				
	2 nd				
	3 rd				

B. Total Negative Cash Flow	3,533.00
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