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9 Christl M. Treptow

10 **UNITED STATES BANKRUPTCY COURT**

11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 In Re:)
13 Christl M. Treptow,)
14 Debtor and Debtor in Possession.)

Case No.: 16-00604-LT11

Chapter 11

**PROPOSED INDIVIDUAL CHAPTER 11
COMBINED PLAN OF
REORGANIZATION AND
DISCLOSURE STATEMENT DATED
AUGUST 25, 2016**

Deleted: JULY 5,

Date: September 1, 2016
Time: 10:00 a.m.
Dept.: 3
Room: 129
United States Courthouse
325 West F Street
San Diego, California 92101

Deleted: July 21

Judge: Honorable Laura S. Taylor

21 Prepared by:

22 Andrew H. Griffin, III, (State Bar Number 108378)
23 Law Offices of Andrew H. Griffin, III
24 275 E. Douglas Avenue, Suite 112
25 El Cajon, CA 92020-4547
(619) 440-5000 Telephone
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26 On behalf of:
27 Christl M. Treptow
28 Debtor and Debtor in Possession

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INTRODUCTION

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

Section 1 contains the treatment of administrative claims. Section 2 contains the treatment of priority claims. Section 3 contains the treatment of creditors with secured claims. Section 4 contains the treatment of general unsecured creditors: quarterly payments over five (5) years.

The creditors are divided into classes (as shown in the table below.) Secured creditors are in Class 1 and discussed in Section 3. Each secured creditor has its own subclass. Unsecured creditors are in Class 2 and discussed in Section 4.

Class	Name of Creditor	Claim Number	Amount
1A	Central Mortgage Company d/b/a Central Mortgage Loan Servicing Company	12	\$389,235.68
1B	Kobayashi Pharmaceutical Co., Ltd.	14	\$244,423.00
1C	Wells Fargo Bank, N.A.	16	\$94,576.32
2B	Cavalry SPV I, LLC as assignee of Citibank/AT&T	1	\$29,027.79
2B	Capital One Bank (USA), N.A. by American InfoSource LP as agent	3	\$6,999.60
2B	Capital One Bank (USA), N.A. by American InfoSource LP as agent	4	\$4,896.82
2B	American Express Bank, FSB	5	\$4,411.17
2B	American Express Bank, FSB	6	\$4,110.48
2B	American Express Bank, FSB	7	\$50,515.53
2B	American Express Bank, FSB	8	\$28,917.06
2B	Midland Funding LLC (GE Capital Retail Bank)	9	\$2,544.78
2B	Midland Funding LLC (Citibank, N.A.)	10	\$3,741.30
2B	Wells Fargo Bank, N.A.	11	\$16,412.87
2B	Wells Fargo Bank, N.A.	13	\$13,993.28

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1 Most creditors (those in impaired classes) are entitled to vote on confirmation of the Plan.
2 Completed ballots must be received by Debtor's counsel, and objections to confirmation must be
3 filed and served, no later than _____, 2016. The Bankruptcy Court will hold a hearing on
4 confirmation of the Plan on _____, 2016, at __:00 p.m. If there is any modification to the
5 Plan, the Bankruptcy Court will determine whether it is a material modification and whether a
6 further hearing, re-voting, or change of any deadline is required.
7

8 Attached to the Plan are exhibits containing financial information that may help you decide
9 how to vote and whether to object to confirmation. Exhibit 1 includes background information
10 regarding Debtor, the events that led to the filing of the bankruptcy petition, a description of
11 significant events that have occurred during this bankruptcy and a summary of this Chapter 11 Plan.
12 Exhibit 2 contains an analysis of how much creditors would likely receive in a Chapter 7 liquidation.
13 Exhibit 3 contains a summary of Debtor's post-petition Operating Reports. Exhibit 4 shows Debtor's
14 projected post-confirmation monthly income and expenses. Exhibit 5 describes how much Debtor is
15 required to pay on the Effective Date of the Plan. Exhibit 6 shows Debtor's monthly income and
16 expenses related to each investment property.
17

18 Whether the Plan is confirmed is subject to complex legal rules that cannot be fully described
19 here. YOU ARE STRONGLY ENCOURAGED TO READ THE PLAN CAREFULLY AND TO
20 CONSULT AN ATTORNEY TO HELP YOU DETERMINE HOW TO VOTE AND WHETHER
21 TO OBJECT TO CONFIRMATION OF THE PLAN.
22

23 If the Plan is confirmed, the payments promised in the Plan constitute new contractual
24 obligations that replace the Debtor's pre-confirmation debts. The Plan payments shall begin on the
25 Effective Date as defined in Section 8(a). Creditors may not seize their collateral or enforce their
26 pre-confirmation debts so long as Debtor performs all obligations under the Plan. If Debtor defaults
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28

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1 in performing Plan obligations, any creditor can file a motion to have the case dismissed or
 2 converted to a Chapter 7 liquidation, or enforce their non-bankruptcy rights. Debtor will be
 3 discharged from all pre-confirmation debts (with certain exceptions) if Debtor makes all Plan
 4 payments. Enforcement of the Plan, discharge of the Debtor, and creditors' remedies, if Debtor
 5 defaults, are described in detail in Sections 6 and 7 of the Plan.
 6

7 **SECTION 1: TREATMENT OF ADMINISTRATIVE CLAIMS**

8 1 (a) Professional Fees.

9 Debtor will pay the following professional fees in full on the Effective Date, or upon
 10 approval by the Bankruptcy Court, whichever is later.
 11

Name and Role of Professional	Estimated Amount
Law Offices of Andrew H. Griffin, III, Attorney for Debtor in Possession	\$10,000.00
Action Appraisal Company (Ely Rivara), Appraiser for the Estate	\$550.00

12 **Estate professionals are not entitled to vote on confirmation of the Plan.**

13 1 (b) Post-Confirmation Compensation of Professional Persons.

14 Compensation for services rendered and for reimbursement of expenses by a professional
 15 person after the Effective Date need not be approved by the Bankruptcy Court. Professional persons
 16 may invoice the reorganized Debtor (or other responsible third-party) directly, and the reorganized
 17 Debtor (or other responsible third-party) may pay such invoices without further order from the
 18 Bankruptcy Court.
 19
 20
 21
 22
 23

24 1 (c) Other Administrative Claims.

25 Debtor will pay other allowed claims entitled to priority under 11 U.S.C. §503(b) in full on
 26 the Effective Date; except expenses incurred in the ordinary course of Debtor's business or financial
 27 affairs, which must be paid when normally due and payable (these creditors are not listed below).
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1 Creditors holding administrative claims not listed in the table below must file an administrative
 2 claim within 30 days of notice of the Effective Date.

3 **Administrative claimants are not entitled to vote on confirmation of the Plan.**

Name of Administrative Creditor	Estimated Amount of Claim
United States Trustee	\$650.00

7 1(d) United States Trustee Fees.

8 All fees payable to the United States Trustee as of confirmation will be paid on the Effective
 9 Date; post-confirmation fees to the United States Trustee will be paid when due.

10 **SECTION 2: TREATMENT OF PRIORITY CLAIMS**

11 2(a) Tax Claims.

12 The Debtor will pay claims entitled to priority under §507(a)(8) in full over time at the non-
 13 bankruptcy statutory interest rate in equal amortized payments in accordance with §511. Payments
 14 will be made monthly, due on the first day of the month, starting on the first such date after the
 15 Effective Date and ending on the last such date that is no more than 5 years after the entry of the
 16 order for relief. Payment of priority tax claims in full within 5 years of the petition date and on
 17 terms not less favorable than those accorded the most favored non-priority creditor is required by
 18 §1129(a)(9)(C). Accordingly, if Class 2A and Class 2B votes to reject the Plan and is paid in full
 19 over time, tax priority claimants will receive an interest rate of 18% and maturity on the effective
 20 date. This treatment is at least as favorable as that received by Class 2A and Class 2B claims.

21 **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
Internal Revenue Service (Claim No. 2)	\$17,831.00	18%	\$453.00	60

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Franchise Tax Board (Claim No. 15)	\$9,335.00	18%	\$237.00	60
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2(b) Unsecured Domestic Support Obligation Claims Entitled to Priority under §507(a)(1).

The Debtor is not liable for any Unsecured Domestic Support obligation claim. No Domestic Obligation Claims exist.

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2(c) Wage and Commission Claims Entitled to Priority under §507(a)(4).

The Debtor is not liable for any wage and commission claims no wage and commission claims exist.

SECTION 3: TREATMENT OF SECURED CREDITORS

3(a) 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
1A	Central Mortgage Company d/b/a Central Mortgage Loan Servicing Company	1215 Countrywood Lane, Vista, CA 92081	\$2,886.07	\$11,085.78	2%	\$194.00

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Debtor disputes the arrears as stated in the proof of claim and has filed an objection to the claim. However, if the objection is overruled, Debtor will pay the entire amount contractually due by making all post-confirmation regular monthly payments, and by paying all pre-confirmation arrears (including attorney's fees and late charges) with interest in 60 equal monthly payments, due the first day of the month, starting the first full month 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. The account will remain escrowed for property taxes and

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1 insurance as may be required by the creditor. The Creditor in this class shall retain its interest in the
 2 collateral until paid in full.

3 The Creditor in this class may not repossess or dispose of its collateral so long as Debtor is
 4 not in material default under the Plan (defined in Section 7(c)). **This secured claim is impaired**
 5 **and entitled to vote on confirmation of the Plan.**

6 3(c) Creditors' Rights Remain Unchanged.

Class	Name of Creditor	Description of Collateral
1C	Wells Fargo Bank, N.A.	432 Edgehill Lane # 28 Oceanside, CA 92054-4726

10 Debtor disputes the post-petition arrears as stated in the proof of claim and has filed an
 11 objection to the claim. The Debtor and Wells Fargo have reached an agreement which will resolve
 12 this dispute that is currently being reduced to writing. If no agreement is reached or if the objection
 13 is overruled then Debtor's son, David Treptow, will pay the arrears in full. This creditor's legal,
 14 equitable, and contractual rights remain unchanged with respect to the above collateral. The
 15 confirmation order will constitute an order for relief from stay. The account will remain escrowed
 16 for property taxes and insurance as may be required by the creditor. The Creditor in this class shall
 17 retain its interest in the collateral until paid in full. **This secured claim is not impaired and is not**
 18 **entitled to vote on confirmation of the Plan.**

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19 3(f) Debtor to Adjust Terms and Pay Amount Due in Full Over Time.

Class	Name of Creditor	Collateral	Amount Due	Interest Rate	Monthly Payment	Term
1B	Kobayashi Pharmaceutical Co., Ltd.	1215 Countrywood Lane, Vista, CA 92081	\$244,423.00	2%	\$740.00	40 Years

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1 Debtor disputes the amount due as stated in the proof of claim and will file an objection to
2 the claim. If the objection is overruled, then Debtor will surrender the above collateral on the
3 Effective Date of the Plan. The confirmation order will constitute an order for relief from
4 stay as of the Effective Date of the Plan. Any secured claim is satisfied in full through
5 surrender of the collateral. Any deficiency claim is a general unsecured claim treated in
6 Section 4. Creditors in these classes shall retain their interest in the collateral. This
7 secured claim is not impaired and is not entitled to vote on confirmation of the Plan

9 3(i) Deadline for §1111(b) Election.

10 Creditors with an allowed secured claim must make an election under 11 U.S.C. §1111(b) no
11 later than 14 days after service of the notice of final hearing on the proposed Plan and Disclosure
12 Statement.

Deleted: Debtor will pay the entire amount contractually due with interest through 480 equal monthly payments, due the 15th day of the month, starting on the first month after the effective date on the above secured claims. Debtor will pay property taxes and insurance for the subject collateral directly upon the Effective Date of the Plan. The Creditor in this class shall retain its interest in the collateral until Debtor makes all payments on the allowed secured claim specified in the Plan. ... [1]

14 **SECTION 4: TREATMENT OF GENERAL UNSECURED CREDITORS**

15 4(a) Class 2A. Small Claims.

16 This class includes any creditor whose allowed claim is \$1,000.00 or less, and any creditor in
17 Class 2B whose allowed claim is larger than \$1,000.00 but agrees to reduce its claim to \$1,000.00.
18 Each creditor will receive on the Effective Date of the Plan a single payment equal to one hundred
19 (100%) percent of its allowed claim.

21 There currently are no Class 2A Small Claims.

22 **Claimants in this class are impaired and are entitled to vote on confirmation of the**
23 **Plan, unless their claims are paid in full on the Effective Date of the Plan.**

25 4(b) Class 2B. (Other) General Unsecured Claims.

26 This class includes all known non-priority unsecured creditors, including deficiency claims,
27 and rejection claims, whether scheduled or based on proofs of claim on file excluding those in Class
28

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2A. 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) must be paid as follows:

Pot Plan. Creditors will receive a pro-rata share of a fund totaling \$30,000.00, created by Debtor's payment of \$500.00 per month for a period of 60 months, starting October 2016. Pro-rata means the entire amount of the fund divided by the entire amount owed to creditors with allowed claims in this class. Debtor estimates that creditors will receive approximately 12% of their claims in this class.

Additionally, the unsecured creditors are also being paid as part of a confirmed Chapter 11 Plan of The Heat Factory, Inc. ("HFI"), which is a Reorganized Debtor in Case No. 13-06076-LT11. HFI filed for Bankruptcy protection on June 12, 2013, and confirmed a Plan on October 9, 2014. HFI's Chapter 11 Plan provides for payment of 2.2% to the unsecured creditors.

This class is impaired and is entitled to vote on confirmation of the Plan. Debtor has indicated in Section 8(b), below, whether a particular claim is disputed.

The allowed Class 2B Claims are as follows:

2B	Cavalry SPV I, LLC as assignee of Citibank/AT&T	1	\$29,027.79
2B	Capital One Bank (USA), N.A. by American InfoSource LP as agent	3	\$6,999.60
2B	Capital One Bank (USA), N.A. by American InfoSource LP as agent	4	\$4,896.82
2B	American Express Bank, FSB	5	\$4,411.17
2B	American Express Bank, FSB	6	\$4,110.48
2B	American Express Bank, FSB	7	\$50,515.53
2B	American Express Bank, FSB	8	\$28,917.06
2B	Midland Funding LLC (GE Capital Retail Bank)	9	\$2,544.78
2B	Midland Funding LLC (Citibank, N.A.)	10	\$3,741.30

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2B	Wells Fargo Bank, N.A.	11	\$16,412.87
2B	Wells Fargo Bank, N.A.	13	\$13,993.28
		Class 2B Total:	\$165,570.68

SECTION 5: TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED

LEASES

No Executory contracts or unexpired leases exist and therefore Debtor does not assume or reject executory contracts and/or unexpired leases.

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Deleted: upon the Effective Date of this Plan and will perform all pre-confirmation and post-confirmation obligations thereunder. Post-confirmation obligations will be paid as they come due

Deleted: 5(b) Executory Contracts/Unexpired Leases Rejected. ... [2]

SECTION 6: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION

6(a) Discharge.

Debtor shall not receive a discharge of debts until Debtor makes all payments due under the Plan or the Bankruptcy Court grants a hardship discharge.

6(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 Section 7(e) below.

6(c) Plan Creates New Obligations.

Except as provided in Sections 6(d) and 7(d), 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.

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1 6(d) Claims Not Affected by Plan.

2 Upon confirmation of the Plan, and subject to Section 6(c), any creditor whose claims are left
3 unimpaired under the Plan may, notwithstanding Sections 7(a), 7(b), 7(c), and 7(d) below,
4 immediately exercise all of its contractual, legal, and equitable rights, except rights based on default
5 of the type that need not be cured under 11 U.S.C. §§ 1124(2)(A) and (D).
6

7 **SECTION 7: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN**

8 7(a) Creditor Action Restrained.

9 The confirmed Plan is binding on every creditor whose claims are provided for in the Plan.
10 Therefore, even though the automatic stay terminates on the Effective Date with respect to secured
11 claims, no creditor may take any action to enforce either the pre-confirmation obligation or the
12 obligation due under the Plan, so long as Debtor is not in material default under the Plan, except as
13 provided in Section 6(d) above.
14

15 7(b) Obligations to Each Class Separate.

16 Debtor's obligations under the Plan are separate with respect to each class of creditors.
17 Default in performance of an obligation due to members of one class shall not by itself constitute a
18 default with respect to members of other classes. For purposes of this Section 7, the holders of all
19 administrative claims shall be considered to be a single class, the holders of all priority claims shall
20 be considered to be a single class, and each non-debtor party to an assumed executory contract or
21 lease shall be considered to be a separate class.
22

23 7(c) Material Default Defined.

24 If Debtor fails to make any payment, or to perform any other obligation required under the
25 Plan, for more than 14 days after the time specified in the Plan for such payment or other
26 performance, any member of a class affected by the default, party-in-interest, or United States
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1 Trustee may file and serve upon Debtor and Debtor's attorney (if any) a written notice of Debtor's
2 default and request for entry of an order declaring default. If Debtor fails within 14 days after the
3 date of service of the notice of default either: (i) to cure the default; (ii) to file and serve a motion for
4 an extension of time to cure the default; or (iii) to file and serve a motion for a determination that no
5 default occurred, then Debtor is in Material Default under the Plan to all the members of the affected
6 class. If Debtor is in Material Default under the Plan, the complaining creditor may then submit its
7 order declaring Material Default. The provisions of this paragraph do not preclude the United States
8 Trustee from otherwise seeking an order to dismiss or convert the case for cause.
9

10
11
12
13 7(d) Remedies Upon Material Default.

14 Upon Material Default, any member of a class affected by the default: (i) may file and serve
15 a motion to dismiss the case or to convert the case to Chapter 7; or (ii) without further order of the
16 Bankruptcy Court, and may pursue its lawful remedies to enforce and collect Debtor's obligations
17 under the Plan.
18

19 7(e) Effect of Conversion to Chapter 7.

20 If the case is at any time converted to one under Chapter 7, property of the Debtor shall vest
21 in the Chapter 7 bankruptcy estate to the same extent provided for in 11 U.S.C. §348(f) upon the
22 conversion of a case from Chapter 13 to Chapter 7.
23

24 7(f) Retention of Jurisdiction.

25 The Bankruptcy Court retains jurisdiction over proceedings concerning: (i) whether Debtor is
26 in Material Default of any Plan obligation; (ii) whether the time for performing any Plan obligation
27 should be extended or modified; (iii) adversary proceedings and contested matters pending as of the
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1 Effective Date or specifically contemplated in this Plan to be filed in this Court (see Section 8(f));
 2 (iv) whether the case should be dismissed or converted to one under Chapter 7; (v) any objections to
 3 claims; (vi) compromises of controversies under Fed. R. Bankr. Proc. 9019; (vii) compensation of
 4 professionals; and (viii) other questions regarding the interpretation and enforcement of the Plan.
 5

6 **SECTION 8: GENERAL PROVISIONS**

7 8(a) Effective Date of Plan.

8 The Effective Date of the Plan is the fifteenth day following the date of the entry of the order
 9 of confirmation. If a notice of appeal has been filed, Debtor may waive the finality requirement and
 10 put the Plan into effect, unless the order confirming the Plan has been stayed. If a stay of the
 11 confirmation order has been issued, the Effective Date will be the first day after that date on which
 12 no stay of the confirmation order is in effect, provided that the confirmation order has not been
 13 vacated.
 14

15 8(b) Disputed Claim Reserve.

16 Debtor disputes the following claims:
 17

Class	Name of Creditor	Amount According to Creditor	Amount According to Debtor
1B	Kobayashi Pharmaceutical Co., Ltd.	\$244,423.00	\$0
2	Internal Revenue Service	\$58,383.84	\$17,831.00
15	Franchise Tax Board	\$19,683.38	\$9,335.00
1A	Central Mortgage Company d/b/a Central Mortgage Loan Servicing Company	\$11,085.78 (Arrears)	\$0
1C	Wells Fargo Bank, N.A.	\$1,123.03 (Arrears)	\$0

26 Debtor must create a reserve for disputed claims in the amount of the claim unless the claim
 27 is estimated for distribution in a different amount under 11 U.S.C. §502(c). Each time Debtor makes
 28

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1 a distribution to the holders of allowed claims, Debtor will place into a reserve the amount that
2 would have been distributed to the holders of disputed claims if such claims had been allowed in the
3 full amount claimed. If a disputed claim becomes an allowed claim, Debtor must immediately
4 distribute to the claimant from the reserve an amount equal to all distributions due to date under the
5 plan calculated using the amount of the allowed claim. Any funds no longer needed in reserve must
6 be distributed pro-rata among allowed claims in this class.
7

8 8(c) Cramdown.

9 Pursuant to 11 U.S.C. §1129(b), Debtor reserves the right to seek confirmation of the Plan
10 despite the rejection of the Plan by one or more classes of creditors. The Debtor's ability to
11 "cramdown" this Plan over the objections of creditors may be affected, in part, by how the
12 Bankruptcy Court rules on the applicability of the "Absolute Priority Rule" in this case. The
13 Absolute Priority Rule provides, in essence, that junior claimants, including the Debtor, are barred
14 from taking anything under the Plan unless senior claimants are paid in full. On January 28, 2016,
15 the 9th Circuit Court held that the Absolute Priority Rule applies in all chapter 11 cases, even
16 if the debtor is an individual. In re Zachary. In relevant part, the Absolute Priority Rule
17 (Rule) provides that a dissenting class of unsecured creditors must be provided for in full
18 before the debtor can receive or retain any property under a reorganization plan. In the
19 present case, the Debtor does retain non-exempt property and proposes to pay less than 100% of
20 allowed claims. As a result, the Absolute Priority Rule would govern this case.
21

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24 8(d) Severability.

25 If any provision in the Plan is determined to be unenforceable, the determination will in no
26 way limit or affect the enforceability and operative effect of any other provision of the Plan.
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1 8(e) Governing Law.

2 Except to the extent a federal rule of decision or procedure applies, the laws of the State of
3 California govern the Plan.

4 8(f) Lawsuits and Other Claims for Relief.

5 Debtor believes that causes of action for fraudulent transfers, voidable preferences, or other
6 claims for relief do not exist against any party.
7

8 Without limiting the foregoing, Debtor retains all causes of action that they have against any
9 party, whether arising pre- or post-petition, and all such causes of action vests in the reorganized
10 Debtor on the Effective Date. The nondisclosure of unknown causes of action is not a settlement,
11 compromise, waiver or release of such cause of action, and does not judicially estop the Debtor from
12 asserting any such cause of action as a claim or defense. Confirmation of the Plan does not
13 constitute a settlement, compromise, waiver, or release of any cause of action unless the Plan or
14 Confirmation Order specifically and unambiguously so provide.
15

16 8(g) Notices.

17 Any notice to the Debtor must be in writing, and will be deemed to have been given three
18 days after the date sent by first-class mail, postage prepaid and addressed as follows:
19

20 Christl M. Treptow
1215 Countrywood Lane
21 Vista, California 92081

Andrew H. Griffin, III, Esq.
Law Offices of Andrew H. Griffin, III
275 E. Douglas Avenue, Suite 112
El Cajon, California 92020-4547

22 8(h) Post-Confirmation United States Trustee Fees.

23 Following confirmation, Debtor must continue to pay quarterly fees to the United States
24 Trustee to the extent, and in the amounts, required by 28 U.S.C. §1930(a)(6). So long as Debtor is
25 required to make these payments, Debtor must file with the Bankruptcy Court quarterly reports in
26 the form specified by the United States Trustee for that purpose.
27
28

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2 Dated: August 22, 2016 /s/ Christl M. Treptow
3 Christl M. Treptow, Debtor/Plan Proponent

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4 Submitted by: **Law Offices of Andrew H. Griffin, III**

5 /s/ Andrew H. Griffin, III
6 Andrew H. Griffin, III, Esq.
7 Attorney for Debtor/Plan Proponent, Christl M. Treptow

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8 **Attorney Certification**

9 I, Andrew H. Griffin, III, am legal counsel for the Debtor in the above-captioned case and
10 hereby certify the following: (i) the foregoing plan is a true and correct copy of the Individual
11 Chapter 11 Combined Plan and Disclosure Statement promulgated by the Southern District of
12 California, (the "Standard-Form Plan"); and (ii) except as specified below, there have been no
13 alterations or modifications to any provision of the Standard-Form Plan. The following provisions of
14 the Standard-Form Plan have been altered or otherwise modified.

15 The following sections were modified to depict that no such claims exist.
16 2(b) Unsecured Domestic Support Obligation Claims Entitled to Priority under §507(a)(1).
17 2(c) Wage and Commission Claims Entitled to Priority under §507(a)(4).

18 Page 7, Sections 3(a) Debtor to Make Regular Payments and Pay Arrears Over Time.
19 3(b) Debtor to Cure Default and Obligation to Be Reinstated.

20 The following sections were deleted because their provisions were not applicable.
21 3(e) Debtor to Strip Off Lien Entirely.
22 3(f) Debtor to Adjust Terms and Pay Amount Due in Full Over Time.
23 3(h) Property to Be Sold.

24 I declare under penalty of perjury under the laws of the United States of America that the
25 foregoing is true and correct and that this declaration was made in El Cajon, California.

26 **Law Offices of Andrew H. Griffin, III**

27 Dated: August 25, 2016 /s/ Andrew H. Griffin, III
28 Andrew H. Griffin, III, Esq.
Attorney for Debtor/Plan Proponent, Christl M. Treptow

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1 **Exhibit 1 – Events That Led to Bankruptcy, Significant Events That Have Occurred During**
2 **the Bankruptcy, and Summary of Plan.**

3 On February 5, 2016, Christl M. Treptow (the “Debtor”), filed a voluntary petition under
4 Chapter 11 of the United States Bankruptcy Code. The Debtor is an individual. Debtor guaranteed
5 the debts of The Heat Factory, Inc. The Debtor, Christl M. Treptow is a principal with The Heat
6 Factory, Inc., (“HFI”), which is a reorganized Debtor in Chapter 11 (Case No. 13-06076-LT11). The
7 company resulted in the commencement of collection activity against the Debtor. The Debtor’s
8 desire to retain the real property necessitated Bankruptcy protection.
9

10 **REASONS FOR FINANCIAL DIFFICULTIES AND CORRECTIONS OF THOSE**
11 **FACTORS**

12 A. Reasons for Financial Difficulties.

13 The Petition in Bankruptcy was filed because Debtor was a guarantor in the debts of the
14 company known as “The Heat Factory, Inc.” (“HFI”), which had debts that exceeded of
15 \$5,687,796.83.
16

17 B. Corrections of the Factors.

18 HFI filed for Bankruptcy protection on June 12, 2013, and confirmed a Plan on October 9,
19 2014. HFI’s Chapter 11 Plan which allows payment of 2.2% for the unsecured creditors. The
20 confirmed Plan of HFI allowed the instant Debtor time to reorganize but did not stop levies and
21 garnishment.
22

23 Debtor will reorganize to remove and avoid liens, pay taxes and pay a subrogated portion to
24 unsecured creditors.

25 C. Reason for the Chapter 11 Filing.

26 The Bankruptcy Petition was filed to stop the levying and garnishment of Debtor’s accounts.
27
28

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1 The Debtor was also involved in civil litigation, but the cases against her were dismissed after HFI
2 filed Bankruptcy Petition.

3 Small Claims Convenience Claims unsecured creditors are classified in Class 2A. No general
4 unsecured creditors are classified in Class 2B. No Class 2B unsecured creditors have elected to be
5 classified as Class 2A. Class 2B creditors will receive a distribution of twelve (12%) percent of their
6 allowed claims over time and without interest.
7

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Exhibit 2 – Liquidation Analysis: What Creditors Would Receive if the Case Were Converted to a Chapter 7.

Real Property #1: 1215 Countrywood Lane, Vista, California 92081 (Principal Residence)

Fair Market Value	Liens	Cost of Sale	Resulting Tax	Amount of Exemption	Net Proceeds
\$525,000.00	\$389,235.68 \$244,423.00 Total: \$633,658.68	\$50,692.69	\$0	\$0	\$0

Real Property #2: 432 Edgehill Lane # 28 Oceanside, California 92054-4726

Fair Market Value	Liens	Cost of Sale	Resulting Tax	Amount of Exemption	Net Proceeds
\$72,750.00 Debtor's Interest	\$94,576.32	\$7,566.10	\$0	\$0	\$0

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Exhibit 2 (continued) – Liquidation Analysis: What Creditors Would Receive if the Case Were Converted to a Chapter 7.

Personal Property:

Description	Liquidation Value	Secured Claim	Amount of Exemption	Net Proceeds
Cash	\$14,547.91	\$0	\$14,547.91	\$14,547.91
Automobile – 2006 Acura MDX	\$6,131.00	\$0	\$6,131.00	\$0
Automobile – 1999 Dodge Ram	\$1,773.00	\$0	\$1,773.00	\$0
Household Furnishings	\$5,000.00	\$0	\$	\$0
Jewelry	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Stocks / Investments	\$1,855.95	\$0	\$1,855.95	\$0
Other Personal Property	\$0	\$0	\$0	\$0
TOTAL				\$14,547.91

Summary:

Net Proceeds of Real Property and Personal Property	\$0
Recovery from Preferences / Fraudulent Conveyances	[ADD] \$0
Chapter 7 Trustee Fees	[SUBTRACT] \$0
Chapter 7 Trustee’s Professionals	[SUBTRACT] \$0
Other Chapter 7 Liabilities	[SUBTRACT] \$0
Unpaid Chapter 11 Liabilities	[SUBTRACT] \$11,200.00
Priority Claims	[SUBTRACT] \$78,067.22
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS	\$0

Estimated Amount of Unsecured Claims	\$165,570.68
Percent Distribution to Unsecured Creditors Under Proposed Plan	12%
Percent Distribution to Unsecured Creditors Under Liquidation Analysis	0%

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Exhibit 3 – Summary of Monthly Operating Reports (“MOR”).

Month	MOR ECF#	Receipts	Distributions	Net
February 2016	33	\$3,250.51	\$384.05	\$2,866.46
March 2016	37	\$3,868.00	\$4,575.89	(\$707.89)
April 2016	40	\$23,359.88	\$5,727.18	\$17,632.70
May 2016	43	\$3,007.25	\$5,199.56	(\$2,192.31)
June 2016	46	\$1,648.84	\$4,699.89	(3,051.05)
July 2016	52	\$15,856.22	\$8,055.23	\$7,800.99
Average:		\$7,997.24	\$4,773.63	\$3,223.61
Total		\$47,983.45	\$28,641.80	\$19,341.65

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 Deleted: 3,971.67
 Deleted: 4,399.74
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 Deleted: 15,886.68
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Christl Treptow Case No.16-00604-LT11

FINANCIAL OPERATING PROJECTIONS	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Income												
Salary	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Trust Income	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400
Social Security	\$1,572	\$1,572	\$1,572	\$1,572	\$1,572	\$1,572	\$1,572	\$1,572	\$1,572	\$1,572	\$1,572	\$1,572
TOTAL COMBINED INCOME	\$7,472	\$7,472	\$7,472	\$7,472	\$7,472	\$7,472	\$7,472	\$7,472	\$7,472	\$7,472	\$7,472	\$7,472
General/Administrative Expenses												
Home Mortgage	\$2,886	\$2,886	\$2,886	\$2,886	\$2,886	\$2,886	\$2,886	\$2,886	\$2,886	\$2,886	\$2,886	\$2,886
Homeowners Insurance	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75
Telephone	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210
Utilities	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350
Home Maintenance	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Food	\$480	\$480	\$480	\$480	\$480	\$480	\$480	\$480	\$480	\$480	\$480	\$480
Clothing	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Laundry and Dry Cleaning	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Medical and Dental	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140
Transportation	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450
Health Insurance	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
Auto Insurance	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160
Uncovered Medical	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Income Taxes	\$780	\$780	\$780	\$780	\$780	\$780	\$780	\$780	\$780	\$780	\$780	\$780
TOTAL GENERAL/ ADMINISTRATIVE EXPENSES	\$6,081	\$6,081	\$6,081	\$6,081	\$6,081	\$6,081	\$6,081	\$6,081	\$6,081	\$6,081	\$6,081	\$6,081
NET CASH FROM OPERATIONS	\$1,391	\$1,391	\$1,391	\$1,391	\$1,391	\$1,391	\$1,391	\$1,391	\$1,391	\$1,391	\$1,391	\$1,391
CLAIMS OUTSTANDING												
Administrative Expenses - Trustee	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217
Priority Claim - IRS Claim No. 2	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453
Priority Claim - Franchise Tax Board Claim No. 15	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237
Central Mortgage Class 1A	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194
General Unsecured Claims (12.00%)	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
TOTAL CLAIMS	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601

Christl Treptow Case No.16-00604-LT11

FINANCIAL OPERATING PROJECTIONS	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
Income												
Salary	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650
Trust Income	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840
Social Security	\$1,729	\$1,729	\$1,729	\$1,729	\$1,729	\$1,729	\$1,729	\$1,729	\$1,729	\$1,729	\$1,729	\$1,729
TOTAL COMBINED INCOME	\$8,219	\$8,219	\$8,219	\$8,219	\$8,219	\$8,219	\$8,219	\$8,219	\$8,219	\$8,219	\$8,219	\$8,219
General/Administrative Expenses												
Home Mortgage	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973
Homeowners Insurance	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$77
Telephone	\$216	\$216	\$216	\$216	\$216	\$216	\$216	\$216	\$216	\$216	\$216	\$216
Utilities	\$361	\$361	\$361	\$361	\$361	\$361	\$361	\$361	\$361	\$361	\$361	\$361
Home Maintenance	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52
Food	\$494	\$494	\$494	\$494	\$494	\$494	\$494	\$494	\$494	\$494	\$494	\$494
Clothing	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52
Laundry and Dry Cleaning	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155
Medical and Dental	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144
Transportation	\$464	\$464	\$464	\$464	\$464	\$464	\$464	\$464	\$464	\$464	\$464	\$464
Health Insurance	\$206	\$206	\$206	\$206	\$206	\$206	\$206	\$206	\$206	\$206	\$206	\$206
Auto Insurance	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165
Uncovered Medical	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103
Income Taxes	\$803	\$803	\$803	\$803	\$803	\$803	\$803	\$803	\$803	\$803	\$803	\$803
TOTAL GENERAL/ ADMINISTRATIVE EXPENSES	\$6,263	\$6,263	\$6,263	\$6,263	\$6,263	\$6,263	\$6,263	\$6,263	\$6,263	\$6,263	\$6,263	\$6,263
NET CASH FROM OPERATIONS	\$1,956	\$1,956	\$1,956	\$1,956	\$1,956	\$1,956	\$1,956	\$1,956	\$1,956	\$1,956	\$1,956	\$1,956
CLAIMS OUTSTANDING												
Administrative Expenses - Trustee	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217
Priority Claim - IRS Claim No. 2	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453
Priority Claim - Franchise Tax Board Claim No. 15	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237
Central Mortgage Class 1A	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194
General Unsecured Claims (12.00%)	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
TOTAL CLAIMS	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601

Christl Treptow Case No.16-00604-LT11

FINANCIAL OPERATING PROJECTIONS	Month 25	Month 26	Month 27	Month 28	Month 29	Month 30	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36
Income												
Salary	\$1,815	\$1,815	\$1,815	\$1,815	\$1,815	\$1,815	\$1,815	\$1,815	\$1,815	\$1,815	\$1,815	\$1,815
Trust Income	\$5,324	\$5,324	\$5,324	\$5,324	\$5,324	\$5,324	\$5,324	\$5,324	\$5,324	\$5,324	\$5,324	\$5,324
Social Security	\$1,902	\$1,902	\$1,902	\$1,902	\$1,902	\$1,902	\$1,902	\$1,902	\$1,902	\$1,902	\$1,902	\$1,902
TOTAL COMBINED INCOME	\$9,041	\$9,041	\$9,041	\$9,041	\$9,041	\$9,041	\$9,041	\$9,041	\$9,041	\$9,041	\$9,041	\$9,041
General/Administrative Expenses												
Home Mortgage	\$3,062	\$3,062	\$3,062	\$3,062	\$3,062	\$3,062	\$3,062	\$3,062	\$3,062	\$3,062	\$3,062	\$3,062
Homeowners Insurance	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80
Telephone	\$223	\$223	\$223	\$223	\$223	\$223	\$223	\$223	\$223	\$223	\$223	\$223
Utilities	\$371	\$371	\$371	\$371	\$371	\$371	\$371	\$371	\$371	\$371	\$371	\$371
Home Maintenance	\$54	\$54	\$54	\$54	\$54	\$54	\$54	\$54	\$54	\$54	\$54	\$54
Food	\$509	\$509	\$509	\$509	\$509	\$509	\$509	\$509	\$509	\$509	\$509	\$509
Clothing	\$54	\$54	\$54	\$54	\$54	\$54	\$54	\$54	\$54	\$54	\$54	\$54
Laundry and Dry Cleaning	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160
Medical and Dental	\$148	\$148	\$148	\$148	\$148	\$148	\$148	\$148	\$148	\$148	\$148	\$148
Transportation	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477
Health Insurance	\$212	\$212	\$212	\$212	\$212	\$212	\$212	\$212	\$212	\$212	\$212	\$212
Auto Insurance	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170
Uncovered Medical	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106
Income Taxes	\$828	\$828	\$828	\$828	\$828	\$828	\$828	\$828	\$828	\$828	\$828	\$828
TOTAL GENERAL/ ADMINSTRATIVE EXPENSES	\$6,453	\$6,453	\$6,453	\$6,453	\$6,453	\$6,453	\$6,453	\$6,453	\$6,453	\$6,453	\$6,453	\$6,453
NET CASH FROM OPERATIONS	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588
CLAIMS OUTSTANDING												
Administrative Expenses - Trustee	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217
Priority Claim - IRS Claim No. 2	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453
Priority Claim - Franchise Tax Board Claim No. 15	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237
Central Mortgage Class 1A	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194
General Unsecured Claims (12.00%)	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
TOTAL CLAIMS	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601

Christl Treptow Case No.16-00604-LT11

FINANCIAL OPERATING PROJECTIONS	Month 37	Month 38	Month 39	Month 40	Month 41	Month 42	Month 43	Month 44	Month 45	Month 46	Month 47	Month 48
Income												
Salary	\$1,997	\$1,997	\$1,997	\$1,997	\$1,997	\$1,997	\$1,997	\$1,997	\$1,997	\$1,997	\$1,997	\$1,997
Trust Income	\$5,856	\$5,856	\$5,856	\$5,856	\$5,856	\$5,856	\$5,856	\$5,856	\$5,856	\$5,856	\$5,856	\$5,856
Social Security	\$2,092	\$2,092	\$2,092	\$2,092	\$2,092	\$2,092	\$2,092	\$2,092	\$2,092	\$2,092	\$2,092	\$2,092
TOTAL COMBINED INCOME	\$9,945	\$9,945	\$9,945	\$9,945	\$9,945	\$9,945	\$9,945	\$9,945	\$9,945	\$9,945	\$9,945	\$9,945
General/Administrative Expenses												
Home Mortgage	\$3,154	\$3,154	\$3,154	\$3,154	\$3,154	\$3,154	\$3,154	\$3,154	\$3,154	\$3,154	\$3,154	\$3,154
Homeowners Insurance	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82
Telephone	\$229	\$229	\$229	\$229	\$229	\$229	\$229	\$229	\$229	\$229	\$229	\$229
Utilities	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382
Home Maintenance	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56
Food	\$524	\$524	\$524	\$524	\$524	\$524	\$524	\$524	\$524	\$524	\$524	\$524
Clothing	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56	\$56
Laundry and Dry Cleaning	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165
Medical and Dental	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152
Transportation	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492	\$492
Health Insurance	\$218	\$218	\$218	\$218	\$218	\$218	\$218	\$218	\$218	\$218	\$218	\$218
Auto Insurance	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175
Uncovered Medical	\$109	\$109	\$109	\$109	\$109	\$109	\$109	\$109	\$109	\$109	\$109	\$109
Income Taxes	\$852	\$852	\$852	\$852	\$852	\$852	\$852	\$852	\$852	\$852	\$852	\$852
TOTAL GENERAL/ADMINISTRATIVE EXPENSES	\$6,647	\$6,647	\$6,647	\$6,647	\$6,647	\$6,647	\$6,647	\$6,647	\$6,647	\$6,647	\$6,647	\$6,647
NET CASH FROM OPERATIONS	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298
CLAIMS OUTSTANDING												
Administrative Expenses - Trustee	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217
Priority Claim - IRS Claim No. 2	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453
Priority Claim - Franchise Tax Board Claim No. 15	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237
Central Mortgage Class 1A	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194
General Unsecured Claims (12.00%)	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
TOTAL CLAIMS	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601

Christl Treptow Case No.16-00604-LT11

FINANCIAL OPERATING PROJECTIONS	Month 49	Month 50	Month 51	Month 52	Month 53	Month 54	Month 55	Month 56	Month 57	Month 58	Month 59	Month 60
Income												
Salary	\$2,197	\$2,197	\$2,197	\$2,197	\$2,197	\$2,197	\$2,197	\$2,197	\$2,197	\$2,197	\$2,197	\$2,197
Trust Income	\$6,442	\$6,442	\$6,442	\$6,442	\$6,442	\$6,442	\$6,442	\$6,442	\$6,442	\$6,442	\$6,442	\$6,442
Social Security	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301	\$2,301
TOTAL COMBINED INCOME	\$10,940	\$10,940	\$10,940	\$10,940	\$10,940	\$10,940	\$10,940	\$10,940	\$10,940	\$10,940	\$10,940	\$10,940
General/Administrative Expenses												
Home Mortgage	\$3,249	\$3,249	\$3,249	\$3,249	\$3,249	\$3,249	\$3,249	\$3,249	\$3,249	\$3,249	\$3,249	\$3,249
Homeowners Insurance	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84
Telephone	\$236	\$236	\$236	\$236	\$236	\$236	\$236	\$236	\$236	\$236	\$236	\$236
Utilities	\$394	\$394	\$394	\$394	\$394	\$394	\$394	\$394	\$394	\$394	\$394	\$394
Home Maintenance	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58
Food	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540
Clothing	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58
Laundry and Dry Cleaning	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170
Medical and Dental	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157
Transportation	\$506	\$506	\$506	\$506	\$506	\$506	\$506	\$506	\$506	\$506	\$506	\$506
Health Insurance	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225
Auto Insurance	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180
Uncovered Medical	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112
Income Taxes	\$878	\$878	\$878	\$878	\$878	\$878	\$878	\$878	\$878	\$878	\$878	\$878
TOTAL GENERAL/ ADMINISTRATIVE EXPENSES	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846
NET CASH FROM OPERATIONS	\$4,093	\$4,093	\$4,093	\$4,093	\$4,093	\$4,093	\$4,093	\$4,093	\$4,093	\$4,093	\$4,093	\$4,093
CLAIMS OUTSTANDING												
Administrative Expenses - Trustee	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217
Priority Claim - IRS Claim No. 2	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453	\$453
Priority Claim - Franchise Tax Board Claim No. 15	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237	\$237
Central Mortgage Class 1A	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194	\$194
General Unsecured Claims (12.00%)	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
TOTAL CLAIMS	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601	\$1,601

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Exhibit 4 – Projected Post-Confirmation Monthly Income & Expenses.

Income	Debtor	Spouse
1. Current monthly gross wages, salary, and commissions	\$1,500.00	N/A
2. Estimated monthly overtime	\$0	N/A
3. SUBTOTAL	\$0	N/A
4a. Payroll taxes and social security	\$370.00	N/A
4b. Insurance	\$0	N/A
4c. Union dues	\$0	N/A
4d. Other (Specify):	\$0	N/A
5. SUBTOTAL OF PAYROLL DEDUCTIONS	\$370.00	N/A
6. TOTAL NET MONTHLY TAKE HOME PAY	\$1,130.00	N/A
7. Regular income from operation of business or profession	\$0	N/A
8. Income from real property	\$990.00	N/A
9. Interest and dividends	\$0	N/A
10. Alimony, maintenance or support payments	\$0	N/A
11. Social security or government assistance (Specify):	\$1,572.00	N/A
12. Pension or retirement income	\$0	N/A
13. Other monthly income (Specify): Trust Fund	\$4,400.00	N/A
14. SUBTOTAL OF LINES 7 THROUGH 13	\$5,972.00	N/A
15. TOTAL MONTHLY INCOME (Add line 6 and line 14)	\$7,102.00	N/A
A. TOTAL COMBINED MONTHLY INCOME	\$8,092.00	

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Expenses	Amount
1. Rent or home mortgage	\$2,886.07
1a. Are real estate taxes included? Yes [X] No []	\$0
1b. Is property insurance included? Yes [X] No []	\$0

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Expenses	Amount
2a. Utilities: Electricity and heating fuel	\$0
2b. Utilities: Water and sewer	\$0
2c. Utilities: Telephone	\$210.00
2d. Utilities: Other	\$350.00
3. Home maintenance (repairs and upkeep)	\$50.00
4. Food	\$480.00
5. Clothing	\$50.00
6. Laundry and dry cleaning	\$150.00
7. Medical and dental expenses	\$140.00
8. Transportation	\$450.00
9. Recreation, clubs, entertainment, newspapers, magazine, etc.	\$0
10. Charitable contributions	\$0
11a. Insurance: Homeowner's or renter's	\$75
11b. Insurance: Life	\$0
11c. Insurance: Health	\$200.00
11d. Insurance: Auto	\$160.00
11e. Insurance: Other - Uncovered Medical	\$100.00
12. Taxes: (not deducted from wages or included in home mortgage)	\$410.00
13a. Installment payments: Auto (Do not list payments included in Plan)	\$0
13b. Installment payments: Other (Do not list payments included in Plan). Wells Fargo (Rental Property)	\$816.00
14. Alimony, maintenance, and support paid to others	\$0
15. Payments for support of dependents not living at your home	\$0
16. Regular expenses from operation of business or profession	\$0
17. Other - Mortgages on other property	\$0
B. TOTAL MONTHLY EXPENSES	\$6,527.07
C. Disposable Income (Line A - Line B)	\$1,564.93

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Exhibit 5 – Effective Date Feasibility.

Can the Debtor Make the Effective Date Payments?

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date (On hand July 2016)	- \$22,348.90	\$20,000.00
Payments Required on Effective Date	-	-
Administrative Expense Claims	\$10,500.00	-
Priority Claims	\$690.00	-
Small Claims (Class 2(a))	\$0	-
U.S. Trustee Fees	\$650.00	-
Other	\$0	-
B. Total Payments on Effective Date	-	\$11,840.00
C. Net Cash on Effective Date (Line A - Line B) (Not feasible if less than zero)	-	\$8,160.00

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Exhibit 6 – Investment Property Analysis.

Properties with Positive Monthly Cash Flow:

Real Property #1 Income: 432 Edgehill Lane # 28 Oceanside, California 92054-4726

Rental Income ¹	Mortgage	Insurance	Property Taxes	Other Expenses ²	Net Income
\$990.00	1 st - \$816.00	Included	Included	\$100.00	\$74.00

Total Positive Cash Flow	\$74.00
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¹ Adjusted for projected vacancy rate.

² "Other Expenses" may include maintenance, HOA dues, property management fees, and legal costs.

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Debtor will pay the entire amount contractually due with interest through 480 equal monthly payments, due the 15th day of the month, starting on the first month after the effective date on the above secured claims. Debtor will pay property taxes and insurance for the subject collateral directly upon the Effective Date of the Plan. The Creditor in this class shall retain its interest in the collateral until Debtor makes all payments on the allowed secured claim specified in the Plan.

The Creditor in this class may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Section 7(c)). **This secured claim is impaired and is 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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5(b) Executory Contracts/Unexpired Leases Rejected.

Debtor rejects all executory contracts and/or unexpired leases not previously assumed or listed in Section 5(a), above, as of the Effective Date of this Plan 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 Bankruptcy Court. Claims arising from rejection of executory contracts or unexpired leases have been included in Section 4 (general unsecured claims). Each entity that is a party to an executory contract or unexpired lease rejected pursuant to this Plan shall be entitled to file a proof of claim for damages alleged to arise from such rejection not later than 30 days after the Effective Date.

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