

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF FLORIDA  
PANAMA CITY DIVISION

IN RE:

DOUBLE D FITNESS COMPANY,

CASE NO.: 17-50242-KKS  
CHAPTER 11

Debtor.  
\_\_\_\_\_ /

**DISCLOSURE STATEMENT**

**I. INTRODUCTION**

This is the disclosure statement (the "Disclosure Statement") in the small business chapter 11 case of Double D Fitness Company (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the Plan filed by Double D Fitness Company May 25, 2018. The proposed distributions under the Plan are discussed below. A full copy of the Plan is attached to this Disclosure Statement as Exhibit A. **Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.**

**A. Purpose of This Document**

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case.
- How the Plan proposes to treat claims or equity interests of the type you hold (i.e., what you will receive on your claim or equity interest if the plan is confirmed).
- Who can vote on or object to the Plan.
- What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Plan.
- Why [the Proponent] believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation.
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

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

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. *Time and Place of the Hearing to [Finally Approve This Disclosure Statement and] Confirm the Plan*

The hearing at which the Court will determine whether approve this Disclosure Statement and confirm the Plan will be scheduled by the Court, and will take place at the U.S. Bankruptcy Court, 30 W. Government Street, Panama City, Florida 32401.

2. *Deadline For Voting to Accept or Reject the Plan*

If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to Bruner Wright, P.A., 2810 Remington Green Circle, Tallahassee, FL 32308. See section IV.A. below for a discussion of voting eligibility requirements.

The Bankruptcy Court will fix a date certain as the last day by which ballots accepting or rejecting the Plan must be received. No vote received after such time will be counted.

3. *Deadline For Objecting to the Adequacy of Disclosure and Confirmation of the Plan*

Objections to Disclosure Statement or the Plan filed on May 25, 2018 must be filed by the deadline to be set by the Bankruptcy Court.

4. *Identity of Person to Contact for More Information*

If you want additional information about the Plan, you should contact Bruner Wright, P.A., 2810 Remington Green Circle, Tallahassee, FL 32308.

**C. Disclaimer**

***The Court has not yet approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and even if the Court conditionally approves this Disclosure Statement, it would not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted.***

## **II. BACKGROUND**

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

The Debtor is a corporation registered in the State of Georgia, and has operated as a health and fitness club in Panama City, Florida since 2006. The Debtor's location of operations is 1598 N. Balboa Ave, Panama City, Florida 32405.

### **B. Insiders of the Debtor**

Name: Diane Zimmerman

Relationship to Debtor: President/Sole Shareholder

### **C. Management of the Debtor Before and During the Bankruptcy**

During the two years prior to the date on which the bankruptcy petition was filed, as well as during this Chapter 11 case, the officer, director, manager or other persons in control of the Debtor was and still is Diane Zimmerman. Diane Zimmerman will remain as the sole officer after the effective date.

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

The Debtor's reason for filing this Chapter 11 case is primarily due to the inability to sell or refinance the loan on the premises. In addition, the Debtor has not yet fully recovered from the economic downturn due to the BP oil spill.

### **E. Significant Events During the Bankruptcy Case**

The Debtor has decreased its payroll obligations in order maintain profitability despite decreased revenues.

### **F. Projected Recovery of Avoidable Transfers**

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

### **G. Claims Objections**

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

### **H. Current and Historical Financial Conditions**

The identity and fair market value of the estate's assets are as follows:

Assets: Checking account, utility security deposits, membership contracts, office equipment, furnishings and supplies, machinery, fixtures, equipment and supplies used in business, and leasehold improvements.

Total Value: \$550,000.00

The Debtor does not have any pre-petition financial statements to file with the Court.

### **III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS**

#### **A. What is the Purpose of the Plan of Reorganization?**

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

#### **B. Unclassified Claims**

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has not placed the following claims in any class:

##### *1. Administrative Expenses*

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated administrative expenses, and their proposed treatment under the Plan:

<b><u>Type</u></b>	<b><u>Estimated Amount Owed</u></b>	<b><u>Proposed Treatment</u></b>
Expenses Arising in the Ordinary Course of Business After the Petition Date	\$0.00	Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	\$0.00	Paid in full on the effective date of the Plan, or according to terms of obligation if later
Professional Fees, as approved by the Court.	\$10,000.00 (estimated)	Paid in full on the effective date of the Plan, or according to separate written

		agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Clerk's Office Fees	\$0.00	Paid in full on the effective date of the Plan
Other administrative expenses	\$0.00	Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees		US Trustee fees are current and shall be paid for each quarter the case remains open.
<b>TOTAL</b>		

## 2. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

The following chart lists the Debtor's estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

<b>Description (name and type of tax)</b>	<b>Estimated Amount Owed</b>	<b>Date of Assessment</b>	<b>Treatment</b>
<ul style="list-style-type: none"> <li>• State of Florida, Department of Revenue</li> <li>• Internal Revenue Service</li> <li>• Bay County Tax Collector</li> </ul>	<ul style="list-style-type: none"> <li>• \$13080.51</li> <li>• \$25,933.45</li> <li>• \$15,424.97</li> </ul>		Paid in full at 3% interest in quarterly installment payments.

## C. **Classes of Claims and Equity Interests**

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

### 1. *Classes of Secured Claims*

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim.

The following chart lists all classes containing Debtor's secured prepetition claims and their proposed treatment under the Plan:

<u>Class #</u>	<u>Description</u>	<u>Insider ? (Yes or No)</u>	<u>Impairment</u>	<u>Treatment</u>
2	<p><i>Secure claim of:</i> JTS Capital 1, LLC</p> <p>Collateral Description: Real property that is the location of Debtor's business operations.</p> <p>Allowed Secured Amount \$453,753.74</p>	No	Impaired	<p>Remaining claim amount of \$453,753.74 (including \$30,000.00 of late fees, interest, and attorneys' fees) will be paid at 6% fixed interest with payments commencing on June 25, 2018 and continuing on the 25<sup>th</sup> of the month following the effective date of the Plan in the amount of \$6,500.00 monthly through May 2020, at which point monthly payments in the amount of \$10,530.41 will commence in the same manner as set forth above until the claim is paid in full in May 2023.</p>
3	<p><i>Secure claim of:</i> TCF Equipment Finance</p> <p>Collateral Description Gym equipment.</p> <p>Allowed claim: \$9,730.00</p>	No	Impaired	<p>The remaining amount of \$9,730.00 will be paid at 6% fixed interest commencing on the 1<sup>st</sup> of the month following the effective date of the plan in the amount of \$500 per month until paid in full.</p>

2. *Classes of Priority Unsecured Claims*

There are no priority claims other than tax claims.

3. *Class[es] of General Unsecured Claims*

There are no general unsecured claims.

4. *Class[es] of Equity Interest Holders*

Equity interest holders are parties who hold an ownership interest (i.e., equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company ("LLC"), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

The following chart sets forth the Plan's proposed treatment of the class[es] of equity interest holders: [There may be more than one class of equity interests in, for example, a partnership case, or a case where the prepetition debtor had issued multiple classes of stock.]

Class #	Description	Impairment	Treatment
4	Equity interest holder: Diane Zimmerman	Impaired	The equity security holder will waive any payment under the Plan as new value consideration to retain her equity security interest.

**D. Means of Implementing the Plan**1. *Source of Payments*

Payments and distributions under the Plan will be funded by the following:

Income generated from the operation of Debtor's business.

2. *Post-confirmation Management*

The Post-Confirmation Managers of the Debtor, and their compensation, shall be as follows:

Name	Affiliations	Insider (yes or no)?	Position	Compensation
Diane Zimmerman	Shareholder	Yes	President	\$0.00

**E. Risk Factors**

The proposed Plan has the following risks:

The Debtor's business has suffered in recent years due to the lack of growth and increased competition. Debtor believes that increased marketing will lead to increased profits.

**F. Executory Contracts and Unexpired Leases**

The Plan does not provide for the assumption or rejection of any executory contracts and unexpired leases.

**G. Tax Consequences of Plan**

*Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.*

The following are the anticipated tax consequences of the Plan: The Debtor has proposed to pay its pre-petition tax obligations in full and will pay post-petition taxes as they come due post-confirmation.

**IV. CONFIRMATION REQUIREMENTS AND PROCEDURES**

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

**A. Who May Vote or Object**

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan Proponent believes that classes 2, 3, and 4 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that class 1 is unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.



1. *What Is an Allowed Claim or an Allowed Equity Interest?*

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

***The deadline for filing a proof of claim in this case was December 20, 2017.***

2. *What Is an Impaired Claim or Impaired Equity Interest?*

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. *Who is Not Entitled to Vote*

The holders of the following five types of claims and equity interests are *not* entitled to vote:

holders of claims and equity interests that have been disallowed by an order of the Court;

holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.

holders of claims or equity interests in unimpaired classes;

holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and

holders of claims or equity interests in classes that do not receive or retain any value under the Plan;

administrative expenses.

***Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.***

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

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

**B. Votes Necessary to Confirm the Plan**

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed later in Section [B.2.].

1. *Votes Necessary for a Class to Accept the Plan*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Nonaccepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a "cram down" plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that has not voted to accept the Plan.

*You should consult your own attorney if a "cramdown" confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.*

**C. Liquidation Analysis**

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as Exhibit B.

**D. Feasibility**

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. *Ability to Initially Fund Plan*

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date.

2. *Ability to Make Future Plan Payments And Operate Without Further Reorganization*

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments. This is indicated by past performance, loan payments, and future loan payments.

***You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.***

**V. EFFECT OF CONFIRMATION OF PLAN**

**A. DISCHARGE OF DEBTOR**

Discharge. On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of any debt (i) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure, or (iii) of a kind specified in § 1141(d)(6)(B). After the effective date of the Plan your claims against the Debtor will be limited to the debts described in clauses (i) through (iii) of the preceding sentence.

**B. Modification of Plan**

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

Upon request of the Debtor, the United States trustee, or the holder of an allowed unsecured claim, the Plan may be modified at any time after confirmation of the Plan but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan.

**C. Final Decree**

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

Dated: May 25, 2018

Respectfully submitted,

/s/ Diane Zimmerman  
Diane Zimmerman, Owner of  
the Debtor/Plan Proponent

**Bruner Wright, P.A**

By: /s/ Byron Wright III  
Byron Wright III  
Florida Bar No. 118971  
twright@brunerwright.com  
Robert C. Bruner  
Florida Bar No. 0065876  
rbruner@brunerwright.com  
2810 Remington Green Circle  
Tallahassee, FL 32308  
Office: (850) 385-0342  
Fax: (850) 270-2441  
Attorneys for the Debtor

# EXHIBIT A

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF FLORIDA  
PANAMA CITY DIVISION

IN RE:

DOUBLE D FITNESS COMPANY,

CASE NO.: 17-50242-KKS  
CHAPTER 11

Debtor.  
\_\_\_\_\_ /

**DOUBLE D FITNESS COMPANY'S PLAN OF REORGANIZATION**

**ARTICLE I**  
**SUMMARY**

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of Double D Fitness Company (the "Debtor") from cash flow from the normal operations of the Debtor's business. The officers and directors of the Debtor will remain the same as outline in the Disclosure Statement.

This Plan provides for 2 classes of secured claims and one class of equity security holders. There are no unsecured claims. This Plan also provides for the payment of administrative and priority claims in full as specified below.

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

**ARTICLE II**  
**CLASSIFICATION OF CLAIMS AND INTERESTS**

- 2.01 Class 1. The unsecured, priority tax claims of the State of Florida Department of Revenue, the Internal Revenue Service, and the Bay County Tax Collector under Section 507(a)(8).
- 2.02 Class 2. The claim of JTS Capital 1, LLC, to the extent allowed as a secured claim.
- 2.03 Class 3. The claim of TCF Equipment Finance, to the extent allowed as a secured claim.

2.04 Class 4. All equity security holders of the Debtor.

**ARTICLE III**  
**TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,**  
**U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS**

3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims are not in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the will be paid in full upon later of the effective date of this Plan, in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid in full as provided herein.

3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

**ARTICLE IV**  
**TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN**

4.01 Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 - Priority Claims, unsecured Claims of: <ul style="list-style-type: none"> <li>- State of Florida, Florida Department of Revenue</li> <li>- Internal Revenue Service</li> <li>- Bay County Tax Collector</li> </ul>	Unimpaired	Class 1 is unimpaired by this Plan, and each holder of a Class 1 Priority Claim will be paid in full in at 3% interest in equal quarterly payments after the effective date payable on or before the first day following the previous calendar quarter.
Class 2 - Secured Claim of JTS Capital 1, LLC	Impaired	Remaining claim amount of \$453,753.74 (including \$30,000.00 of late fees, interest, and attorneys' fees) will be paid at 6% fixed interest with payments commencing on June 25, 2018 and continuing on

		the 25 <sup>th</sup> of the month following the effective date of the Plan in the amount of \$6,500.00 monthly through May 2020, at which point monthly payments in the amount of \$10,530.41 will commence in the same manner as set forth above until the claim is paid in full in May 2023.
Class 3 – Secured claim of TCF Equipment Finance	Impaired	The remaining amount of \$9,730.00 will be paid at 6% fixed interest commencing on the 1 <sup>st</sup> of the month following the effective date of the plan in the amount of \$500 per month until paid in full.
Class 4 - Equity Security Holders: Diane Zimmerman	Impaired	The equity security holder will waive any payment under the Plan as additional new value consideration to retain her equity security interest.

**ARTICLE V**  
**ALLOWANCE AND DISALLOWANCE OF CLAIMS**

5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed [by a final non-appealable order], and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed [by a final non-appealable order].

5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.



**ARTICLE VI**  
**PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes no executory contract and/or unexpired leases.

(b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the effective date of the Plan. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than 21 days after the date of the order confirming this Plan or the Order allowing the rejection.

**ARTICLE VII**  
**MEANS FOR IMPLEMENTATION OF THE PLAN**

Debtor shall fund its Plan from the continued operations of its business.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan.

8.02 Effective Date of Plan. The effective date of this Plan is the first business day following the date that is fourteen days after the entry of the order of confirmation. If, however, a stay of the confirmation order is in effect on that date, the effective date will be the first business day after the date on which the stay of the confirmation order expires or is otherwise terminated.

8.03 Severability. If any provision in this 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 this Plan.

8.04 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

8.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

[8.06 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Florida govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

**ARTICLE IX**  
**NO DISCHARGE OF DEBTOR**

9.01 Discharge. On the confirmation date of this Plan, the debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the effective date, to the extent specified in §1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debts: (i) imposed by this Plan; (ii) of a kind specified in §1141(d)(6)(A) if a timely complaint was filed in accordance with Fed. R. Bankr. P. 4007(c); or (iii) of a kind specified in §1141(d)(6)(B).

**ARTICLE X**  
**MISCELLANEOUS PROVISIONS**

10.01 The Court shall retain jurisdiction until the estate is closed or this case is dismissed to hear and resolve all disputes between the Debtor and any creditor, including but not limited to disputes as to validity, amount and classification of any claim and disputes with creditors who are being paid directly within this Plan.

10.02 Anything herein to the contrary notwithstanding, the Debtor does not, by filing this Plan or seeking confirmation, waive its right to request that this case be dismissed at any time prior to or after confirmation, and the Debtor specifically reserves such right.

Dated: May 25, 2018

Respectfully submitted,

/s/ Diane Zimmerman  
Diane Zimmerman, Owner of  
the Debtor/Plan Proponent

**Bruner Wright, P.A**

By: /s/ Byron Wright III  
Byron Wright III  
Florida Bar No. 118971  
twright@brunerwright.com  
Robert C. Bruner  
Florida Bar No. 0065876  
rbruner@brunerwright.com  
2810 Remington Green Circle  
Tallahassee, FL 32308  
Office: (850) 385-0342  
Fax: (850) 270-2441  
Attorneys for the Debtor