

**United States Bankruptcy Court
Southern District of Florida
Miami Division**

In re

Doral Dental, P.A.

Debtor

Case No. **16-13927 LMI**

Chapter **11**

AMENDED DISCLOSURE STATEMENT

Table of Contents

I.	INTRODUCTION	page	2
	A. Purpose of This Document		
	B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing		
	C. Disclaimer		
II.	BACKGROUND		3
	A. Description and History of the Debtor's Business		
	B. Insiders of the Debtor		
	C. Management of the Debtor Before and During the Bankruptcy		
	D. Events Leading to Chapter 11 Filing		
	E. Significant Events During the Bankruptcy Case		
	F. Post-Confirmation Management and Compensation and New Value		
	G. Projected Recovery of Avoidable Transfers		
	H. Claims Objections		
	I. Current and Historical Financial Conditions		
III.	SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS		5
	A. What is the Purpose of the Plan of Reorganization?		
	B. Unclassified Claims		
	1. <i>Administrative Expenses</i>		
	2. <i>Priority Tax Claims</i>		
C.	Classes of Claims and Equity Interests		
	1. <i>Classes of Secured Claims</i>		
	2. <i>Classes of Priority Unsecured Claims</i>		
	3. <i>Class[es]of General Unsecured Claims</i>		
	4. <i>Class[es] of Equity Interest Holders</i>		
	D. Means of Implementing the Plan		
	E. Risk Factors		
	F. Executory Contracts and Unexpired Leases		
	G. Tax Consequences of Plan		
IV.	<u>CONFIRMATION REQUIREMENTS AND PROCEDURES</u>		11
	A. <u>Who May Vote or Object</u>		
	B. <u>Votes Necessary to Confirm the Plan</u>		
	1. <i>Votes Necessary for a Class to Accept the Plan</i>		
	2. <i>Treatment of Nonaccepting Classes</i>		
	C. <u>Liquidation Analysis</u>		
	D. <u>Feasibility</u>		
	1. <i>Ability to Initially Fund Plan</i>		
	2. <i>Ability to Make Future Plan Payments</i>		

And Operate Without Further Reorganization

V. EFFECT OF CONFIRMATION OF PLAN

13

- A. **Discharge Of Debtor**
- B. **Modification of Plan**
- C. **Final Decree**

Exhibit A Liquidation Analysis

Exhibit B Funds needed for confirmation on the effective date of the Plan and Thereafter

Exhibit C Ballot

I. INTRODUCTION

This is the disclosure statement (the "Disclosure Statement") in the chapter 11 case of Doral Dental, P.A. (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the plan (the "Plan") filed by Debtor. A full copy of the Plan is served with this disclosure statement. ***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.***

The proposed distributions under the Plan are discussed in this Disclosure Statement. General unsecured creditors are classified in Class 5, and will receive a distribution of 100% of their allowed claims.

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, and
- 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 to finally approve this Disclosure Statement and confirm the Plan will take place pursuant to the court order served herewith.

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 as instructed on the ballot. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be received by the date specified in the ballot or it will not be counted.

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

Objections to this Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon counsel as required in the court order served herewith.

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

If you want additional information about the Plan, you should contact **Joel Aresty 305-904-1903** or **Aresty@icloud.com**.

C. **Disclaimer**

The Court has to approve 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 the fact that the Court has approved this Disclosure Statement does 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**

The Debtor is a professional corporation, a dental practice located at 10818 NW 58 St, Miami, FL 33178. Insiders of the Debtor consist of owner Dr. Kerry Smith, the dentist. 1. Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code on 3/21/16.

History

Doral Dental has been in operation in Doral, Florida since July 20, 1989. It is the original dental office in Doral and was the only dental office in Doral from 1989 to 1999. Doral is the largest provider of dental care to the active duty service members of the Southern Command military base and to their families. In 2002, Doral Dental relocated, still within the city of Doral, from their original 5 treatment room office to their current 9 treatment room facility. Doral Dental has received numerous service awards and commendations from the Brigadier General of the Southern

Command. Aside from being the largest provider of dental care to Southern Command, Doral Dental also has a vast number of non-military patients from in and around the city of Doral. The businesses suffered because Debtor was large provider to US armed forces service members of Southern Command, but they cut benefits 60% and the business then had problems; it had trouble paying bills and had to forego IRS 941 payments.

Present State of Doral Dental

The present state of Doral Dental is very good. The office has reduced its monthly operating expenses by upwards of more than \$5000 over the past four months without experiencing any corresponding drop in monthly gross income. Doral Dental has been averaging \$73,119 monthly gross income over the past months and has reduced its average monthly expenses down to \$57,558. This has been accomplished for the most part by adjusting the employee work hours to better correspond with the number of patients treated weekly.

Five Year Outlook

The five year outlook for Doral Dental is very good. The office averages 40 new patients per month and remains the largest provider of dental care to the active duty service members of the Southern Command and to their families. The restructuring of the way the office operates has resulted in a sustainable increase of net income by decreasing expenses while maintaining the level of gross receipts. Doral Dental has a large, stable patient base, as it is the original dental office in Doral, founded in 1989. Averaging almost 500 new patients per year adds to that stability. The average employee has worked at Doral Dental for 17 years, critical to maintaining long term relationships with our patients and maintaining a sense of stability for the patients as well.

B. Events Leading to Chapter 11 Filing – Financial Condition

officers and directors, and their salaries and benefits at the time of filing and during the 1 year prior to filing: Kerry Smith DDS - \$11,000 month

Debtor's fiscal or calendar year to date gross income and the debtor's past gross income:

2016: \$194,104.95 Year to date 03/21/2016

2015: \$903,868

2014: \$994,209

Number of employees 9 employees and amounts of wages owed as of petition date:\$0, payroll was current as of filing date

Significant Events During the Bankruptcy Case and Plan

The Plan in this case proposes to pay its obligations over 50 months from confirmation of the plan

estimated at February 2017.

C. Projected Recovery of Avoidable Transfers or Litigation

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

D. 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.

I. 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:

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.

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.

Debtor's estimated administrative expenses, and their proposed treatment. Joel Aresty counsel for debtor in possession has an administrative claim for fees and costs estimated at \$33,000 in excess of retainer paid. Additionally, as discussed infra, if Debtor holds over after December 31, 2016 at the

Fishhawk location, Keymerica will be entitled to the payment as an administrative expense for holdover damages of \$1,000 per day and may claim attorneys' fees plus any property turnover damages as applicable. The Debtor currently anticipates providing turnover of the premises in broom-swept condition by no later than December 31, 2016. However, in the event the Debtor fails to turn over the space to Keymerica in broom-swept condition by December 31, 2016, then the Debtor's Plan payments currently allocated to Classes 1 – 4 of the Plan could be reduced or delayed .

IRS Administrative Claim. The IRS has filed claim 4 for \$19,307.79 administrative expenses for 941 taxes. Debtor anticipates being able to pay any administrative post petition 941 taxes prior to confirmation, but any such unpaid taxes will have to be paid in cash in full at confirmation, and could reduce or delay plan payments otherwise.

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:

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

Class	Impairment	Treatment
Class 1 - Priority Claims IRS claim 2-3	impaired.	\$34,343.43 within five years of the petition date (3/21/16) 51 Payments from February 2017 include 3% interest on any unpaid claim amounts after the effective date of the plan. (11 USC § 1129(a)(9)(C)) 50 months = \$731.50

<p>Class 2 -Secured Claim</p> <p>IRS claim 2-3</p>	<p>impaired</p>	<p>\$170,152 Secured -Retains lien 11 USC §§ 1129(b)(2)(A)(i)-(ii)</p> <ul style="list-style-type: none"> •Provide for the retention of the IRS's liens, •Provide for deferred cash payments to the IRS for at least the total value of the IRS secured claim within five years of the petition date, (3/21/16) and •Provide for interest calculated from the plan's effective date 3%
<p>Class 3 Secured Claim GE Capital claim 3</p>	<p>impaired</p>	<p>\$379,720.21 retains lien Debtor pays \$3700 month per addendum to settlement until paid in full. 60 payments at \$3,700 comes to \$222,000, leaving a shortfall of \$157,720.21, to be paid #3700 month until paid. No discharge in favor of the debtor as to that balance until paid.</p>

Class 4 - General Unsecured Creditors non insider		impaired	Allowed non insider unsecured claims will be paid 100% in equal payments beginning effective date. AFCO paid month 1 \$409.07 and IRS over next 10 months at \$487.61 monthly insider claims will be subordinated but retain their claims Rejection damage claim by Keymerica for lease would also be paid 100% in equal monthly installments
IRS claim 2-3	4467		
AFCO claim 1	409.07		
Total *	4876.07		
insider			
Kerry Smith	40,000		
Fishawk Dental	10,000		
total	50,000		
Class 5 - Equity Security Holders of the Debtor		unimpaired	Equity Holders will retain their interests
Class 6 – Lease Sacred Family		impaired	Landlord's lease will be assumed and \$1500 month will be paid in addition to rent

D. Means of Implementing the Plan

1. *Source of Payments*

Payments and distributions under the Plan will be funded by the debtor by the ongoing operation of the business.

E. Risk Factors

The proposed Plan has the following risk factors: Debtor's ability to fund could be affected by financial default, but the proven track record of earnings makes that doubtful.

F. Assumption of Executory Contracts and Unexpired Leases

The Plan, in VI, lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. Debtor's landlord at its business location has agreed to assumption of its lease.

The only Landlord and business lease of debtor's business is Sacred Family Investments, Inc. The landlord has been very helpful and cooperative and has agreed to assumption of the lease by Debtor even though the lease is technically in arrears, current Net Arrearage is \$32,258.30 and has agreed that debtor's plan to pay current rent of \$6884.94 plus \$1500 with the monthly rent, totaling \$8384.94 for 22 months will constitute cure and adequate assurance of prompt cure, that any loss of landlord is compensated, and adequate assurance of future performance future performance, and landlord has stipulated to assumption of the lease. The lease runs for 5 years from February 2016 and then has an option for another five years.

Keymerica Lease - Keymerica Industries LLC is owner of 16319 Fishhawk Blvd, Lithia Florida 33547 and landlord of a dental practice at that location. The lease is in the name of Doral Dental P.A. but the business at that location is Fishhawk Dental, P.A., also owned by Dr. Kerry Smith. A dispute arose between landlord and tenant resulting in an eviction proceeding in Hillsborough County, and ultimately a settlement agreement which was authorized by the bankruptcy court in this case 9/8/16 Doc 60, approving a stipulation providing for payment of monthly rent including CAM charges of \$3364.42 plus \$1800 month to reimburse attorneys fees to landlord through December 31, 2016.

Fishhawk Dental P.A. filed chapter 11 in Tampa, Florida 9/12/16 due to IRS levies on operating accounts and insurance companies threatening the ongoing operation of that business.

Keymerica is scheduled as the landlord in that case, since Fishhawk Dental P.A. is in actual possession of the premises, and has, at times, paid the rent and other charges to Keymerica, and has agreed to be jointly and severally liable with the Debtor and Dr. Kerry Smith for any lease rejection claim or any administrative expense claim filed and allowed in this Debtor's case from that bankruptcy estate, even though Doral Dental P.A. is the named party on the lease.

Notwithstanding any of the foregoing, nothing in the Plan or Confirmation Order shall alter or amend the terms of the court-approved settlement agreement (ECF No. 55) between Doral Dental, P.A, Fishhawk Dental, P.A., and Dr. Kerry Smith on the one hand ("Debtor Tenant Parties"), and Keymerica Industries, LLC on the other hand ("Keymerica Settlement Agreement"). In the event of conflict between the Plan, Disclosure Statement or Confirmation Order on the one hand, and the Keymerica Settlement Agreement on the other hand, the terms of the Keymerica Settlement Agreement shall control. Among other provisions of the Keymerica Settlement Agreement is that, on the earlier of December 31, 2016 or any default under the Keymerica Settlement Agreement, the Debtor Tenant Parties (including, but not limited, to Doral Dental, P.A.) are required to surrender and turn over the leased premises (including the build-out) to Keymerica in pristine, broom-swept condition, and Keymerica has the right to pursue a

rejection damage claim in the bankruptcy cases of both Doral Dental, P.A. and Fishhawk Dental, P.A., as well as pursue any additional damages for any property damages and other relief against the Debtor Tenant Parties including, but not limited to, an agreed hold-over rate of \$1,000/per day, additional attorneys' fees and finalizing its eviction through execution of a writ of possession. Keymerica shall have a deadline to pursue any administrative holdover rent claim and/or recovery of any administrative property damage claims against Doral Dental, P.A. (which can be brought by the filing of a motion in this Bankruptcy Court which shall retain exclusive jurisdiction over such claims) through the later of 30 days after (i) the entry of a final, nonappealable order confirming the Plan, or (ii) such surrender and turnover date of the leased premises by the Debtor Tenant Parties to Keymerica ("Keymerica's Administrative Rent Claim Deadline"). Keymerica's Administrative Rent Claim Deadline shall have no effect nor will it foreclose Keymerica from pursuing any rejection damage claim, administrative holdover rent or property damage claims, or seek attorney's fees against Fishhawk Dental, P.A. and Dr. Kerry Smith subject to their applicable defenses and rights, except as otherwise set forth in the Keymerica Settlement Agreement.

If Keymerica pursues remedies for rejection damages or administrative expenses it could affect Debtor's ability to fund the plan in the first few months, but that should be known by the time of the hearing on confirmation of the Plan.

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 Bankruptcy Code 11 USC 1125 (a) requires a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan

Tax Consequences to the Debtor and Reorganized Debtor

Debtor is a professional Association, which is a corporation. The corporation uses form 1120 to report income and files 941 Quarterly Federal Tax Returns and 940 unemployment tax returns. The tax attributes go to the individual level of Dr. Kerry Smith passing corporate income, losses, deductions and credits through to its owners (shareholders) for federal tax purposes. Corporation owners report the income and losses on their personal tax returns and are assessed tax at their individual income tax rates. Thus, the PA corporation avoids double taxation on the corporate income.

Tax Consequences to Creditors

Holders of Claims receiving cash generally will recognize gain or loss on the exchange equal to the difference between the holder's basis in the Claim and the amount of cash received that is not allocable to interest. The character of any recognized gain or loss will depend upon the status of the Creditor, the nature of the Claim in its hands and the holding period of such claim.

If a Creditor has treated a Claim as wholly or partially worthless and been allowed and received a tax benefit due to a bad debt deduction, the Claim holder will include the amount of cash received in income to the extent such cash exceeds the holder's remaining tax basis in

the Claim.

Holders of Claims may be entitled to installment sales treatment or other deferral with respect to the distribution they receive subsequent to the Effective Date. Holders of Claims may already have claimed partial bad debt deductions with respect to their Claims. The IRS may take the position that holders of Allowed Claims cannot claim an otherwise allowable further loss in the year in which their Claim is allowed because such claimants could receive further distributions. Thus, a holder of a Claim could be prevented from recognizing a loss until the time when its Claim has been liquidated and distributions have been completed. If a holder of a Claim is permitted to recognize a loss in the year of the Effective Date by treating the transaction as a "closed transaction" at such time, such holder may recognize income on any subsequent distribution.

The Debtor will comply with all applicable reporting requirements of the Internal Revenue Code.

II. 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 are impaired and that holders of claims in each of these classes are therefore entitled 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 9/6/16.

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; and 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.

The creditors which were disputed and failed to file claims, have their interests extinguished by the Plan.

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 holds 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.

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.

1. *Treatment of Nonaccepting Classes "Cram Down"*

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 A evidencing creditors are much better off in this case than they would be in a chapter 7 case.

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. The financial track record of debtor evidences it should be able to make the payments due under 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. See exhibit B.

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.

The Plan Proponent has provided the projected financial information in exhibit B.

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

III. EFFECT OF CONFIRMATION OF PLAN

DISCHARGE OF DEBTOR

Debtor is a Corporation. 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 debt: (i) imposed or contemplated by this Plan or the Keymerica Settlement Agreement; (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).

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 re voting 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.

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.

Respectfully submitted,

Doral Dental P.A.

/s/ Dr. Kerry Smith

[Signature of the
Plan Proponent]

/s/ Joel M. Aresty

Joel M. Aresty

197483

[Signature of the Attorney for the Plan Proponent]

Exhibits

**Exhibit A– Value of Property
And Liquidation Analysis**

Assets at Liquidation

cash	5000			
receivables	115000			
furniture	2000			
equipment	40000			
utility	775			
lease security	6892			
total	169667			

Liabilities in Liquidation

ch 7 atty cpa	80000			
ch 11 admin	30000			
IRS secured	170152	IRS secured	170152	
GE Capital	379720	GE Capital	379720	
IRS priority	34343.43	IRS priority	34343.43	
Lease arrears	32258	Lease arrears	32258	
total	726473.43	secured	616473.43	

Net

assets	169667		169667	
liabilities	(726473.43)	secured	(616473.43)	
total	(556806.43)		(446806.43)	

Unsecured Claims

IRS unsecured	4467			
afco	409.07			
Smith	40000			
Fishhawk	10000			
total	54876.07			

Percentage of Claims Which secured Creditors Would Receive Or Retain in a Chapter 7 Liquidation: \$169,667 or \$.27 on the dollar

Percentage of Claims Which Allowed claims of secured Creditors Will Receive or Retain under the Plan: 100% or \$616,474

Percentage of Claims Which Unsecured Creditors Would Receive Or Retain in a Chapter 7 Liquidation: \$.0 on the dollar

Percentage of Claims Which Allowed claims of Unsecured Creditors Will Receive or Retain under the Plan: 100% or 54,876\$

Exhibit B

Doral Dental

Plan Payments Month 1

IRS priority	731.50
IRS secured	3624.21
Landlord	1500
GE Capital 3700 payment	3700
non insider unsecured	409.07
total	9964.78

Plan Payments Month 2-11

IRS priority	731.50
IRS secured	3624.21
Landlord	1500
GE Capital 3700 payment	3700
non insider unsecured	487.61
total	10043.32

Plan Payments Month 12-48

IRS priority	731.50
IRS secured	3624.21
Landlord	1500
GE Capital 3700 payment	3700
non insider unsecured	0
total	9555.71

Plan Payments Month 49-50

IRS priority	731.50
IRS secured	3624.21
Landlord	0
GE Capital 3700 payment	3700
non insider unsecured	0
total	8055.71

Feasibility

Gross Income

October 2016	80842
September 2016	69264
August 2016	88916
July 2016	70025
June 2016	66643
May 2016	69460
April 2016	78550
Average Monthly Gross	74,815

Expenses (Average last five months)

Rent	6889
Payroll Employees	19,500
Payroll Doctors	17,500
FPL	445
Water Miami Dade	521
AT&T Phones	350
Comcast Internet	165
Directv	300
Bank fees	440
Afca	82
CoCard	30
Hartford Ins	262
Demand Force	299
Sundries	200
US Trustee	400
Alarm	30
941 Payroll tax	5213
Dental Labs	<u>961</u>

Average Total Monthly Expense \$56,447

Average Net Income \$18,368

Plan Payments \$10,000

Net- Net Income \$8,368

note: Joel Aresty administrative fees and costs to be awarded by court estimated at \$33,000 and will be agreed to be paid by debtor going forward as funds are available

Ex C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Miami

Case 16-13927-LMI
Ch. 11

In Re:
Doral Dental, P.A.
Debtor

_____ /

BALLOT AND DEADLINE FOR FILING BALLOT ACCEPTING OR REJECTING PLAN

TO HAVE YOUR VOTE COUNT YOU MUST COMPLETE AND RETURN THIS BALLOT BY THE DEADLINE (AS SET PURSUANT TO LOCAL RULE 3018-1)

The plan filed by Debtor can be confirmed by the court and thereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each class and the holders of two-thirds in amount of equity security interests in each class voting on the plan. In the event the requisite acceptances are not obtained, the court may nevertheless confirm the plan if the court finds that the plan accords fair and equitable treatment to the class rejecting it.

Creditor: _____ for the following type of claim placed in the indicated class in the indicated amount:

TYPE OF CLAIM	CLASS IN PLAN	AMOUNT OF CLAIM
Secured		\$
Unsecured		\$
Equity Security Holder		\$

The undersigned [Check One Box] Accepts Rejects the plan for reorganization of the above-named debtor.

Signed:
Print Name:
Address:
Phone:
Date:

FILE THIS BALLOT ON OR BEFORE

with: **Office of the Clerk C. Clyde Atkins United States Courthouse 301 North Miami Avenue, Room 150 Miami, FL 33128**
and JOEL ARESTY aresty@icloud.com

If you have more than one type of claim against this debtor, separate ballots must be filed and you should receive a ballot for each type of claim eligible to vote. Contact the plan proponent regarding incorrect or insufficient ballot(s).