

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:	:	Chapter 11 - Judge Sacca
	:	
JOBO'S, INC.;	:	Case No. 15-73919
ROBERT WAYNE HAMILL, JR.; and	:	Case No. 15-73920
JOHN JOSEPH MOLINARI;	:	Case No. 15-73922
	:	
Debtors.	:	Jointly Administered Under
	:	Case No. 15-73919
	:	

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Small Business Case under Chapter 11

JOHN JOSEPH MOLINARI'S  
DISCLOSURE STATEMENT AND PLAN OF REORGANIZATION

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The following sections are included within this Disclosure Statement:

Article I - Introduction.

Article II - Background.

Article III - Summary of the Plan of Reorganization and Treatment of Claims and Equity Interests.

Article IV - Confirmation Requirements and Procedures.

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Article VI - Other Provisions.

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I. INTRODUCTION

This is the disclosure statement ("Disclosure Statement") in the small business chapter 11 case of John Joseph Molinari ("Debtor"). This Disclosure Statement contains information about

Debtor and describes the Plan Of Reorganization ("Plan") filed by Debtor contemporaneously with the filing of this Disclosure Statement. 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.**

The proposed distributions under the Plan are discussed at pages 6 - 11 of this Disclosure Statement. The Plan provides for one class of general unsecured claims, one class of insider claims, and one class of equity security holders. Administrative expenses will be paid in full on the Effective Date or such other terms as may be agreed upon by the holder of the claim and Debtor.

The Plan provides for one class of secured claims, two classes of general unsecured claims, and one class of equity security holders. The secured claim is held by JP Morgan Chase Bank, N.A. in connection with the mortgage on Debtor's residence. The Plan provides that Debtor shall continue to make the monthly mortgage payments as and when they come due under the pre-Petition loan documents. Unsecured creditors holding allowed joint and several claims against affiliated debtors Jobo's, Inc., Robert Wayne Hamill, Jr., and the Debtor John Joseph Molinari shall be paid through the Jobo's, Inc. Plan of Reorganization. Other general unsecured creditors holding allowed claims shall receive in monthly payments a pro rate share of all of the Debtor's projected disposable income for a five year period from the Effective Date of the Plan forward.

All creditors and equity security holders should refer to Articles III through VI of the Plan for information regarding the precise treatment of their claim.

#### **A. Purpose of This Document**

This Disclosure Statement describes:

- \* 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 Debtor 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.

The Court will set a deadline for voting to accept or reject the Plan and to file objections to approval of the Disclosure Statement and to confirmation of the Plan. The Court will schedule hearings at which the Court will determine whether to approve this Disclosure Statement and whether to confirm the Plan. If you want additional information about the Plan, you should contact Paul Reece Marr, Esq., Paul Reece Marr, P.C., Suite 960, 300 Galleria Parkway, N.W., Atlanta, Georgia 30339.

#### **C. Disclaimer**

*The Court has conditionally 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 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. The Court's approval of this Disclosure Statement is subject to final approval at the hearing on confirmation of the Plan. Objections to the adequacy of this Disclosure Statement may be filed.*



## **II. BACKGROUND**

### **A. Debtor's Business.**

Debtor is an individual. Debtor is a co-owner of affiliated debtor Jobo's, Inc., along with affiliated debtor Robert Wayne Hamill, Jr., from which he draws a salary. Jobo's, Inc. has operated an Atlanta nightclub called BJ Roosters since 2006. In addition, the Debtor is a co-owner, along with affiliated debtor Robert Wayne Hamill, Jr., of the real estate on which BJ Roosters operates its business.

### **B. Historic Operations.**

Debtor's past income has been derived primarily from wages and/or distributions from employment at BJ Roosters

### **C. Events which led to the filing of the bankruptcy Petition.**

The Debtor, Jobo's, Inc., and Hamill (collectively, the "Debtors") were the defendants in several lawsuits filed in U.S. District Court, Northern District of Georgia, by various bartenders and dancers alleging violations of the Fair Labor Standards Act (29 U.S.C. § 201 et seq.) ("FLSA"). The Debtors denied liability and actively defended the lawsuits. However, not only did defending the lawsuits distract the Debtors from focusing on business operations, but it also resulted in significant legal expenses. When an adverse decision was rendered in one of the lawsuits the Debtors decided to settle all of the lawsuits and to fix the specific claim amounts. The FLSA claims from all three of the lawsuits are in the approximate aggregate amount of \$500,000.00. In addition, the Debtors owe their FLSA attorneys approximately \$140,000.00. These are the primary debts of all three of the Debtors. Some of the FLSA claimants pursued collection activities. Not being able to readily pay the claims, and in need of protecting their assets and otherwise reorganizing their debts, the Debtors filed separate chapter 11 bankruptcy Petitions through the offices of Paul Reece Marr, P.C. on December 16, 2015 in order to protect their assets and business operations and to reorganize their debts.

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

1. Debtors' bankruptcy cases are "small business cases" within the meaning of Section 101(51C) of the Bankruptcy Code.



2. The Court authorized Debtors to employ Paul Reece Marr, P.C. as their bankruptcy attorneys.

3. The Court approved Debtors' Motion to procedurally consolidate all three of the bankruptcy cases under case number 15-73919.

4. As a result of the automatic stay imposed by the bankruptcy Court, the Debtors have been able to focus on the BJ Roosters business operations such that it is operating at a profit.

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

The Debtor does not know of and 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, 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 listed in **Exhibit B**. The basis of valuation is Debtor's opinion and online research of the value of the real estate.

A summary of Debtor's periodic operating reports filed since the commencement of Debtor's bankruptcy case is set forth in **Exhibit C**.

### **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 Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. 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 Debtor's estimated administrative expenses and their proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses arising in the ordinary course of business after the Petition Date	On average, approximately \$2,500.00 per month	Paid in full on the effective date of the Plan or according to ordinary course of business terms if later
Professional fees, as approved by the Court.	Estimated \$10,000.00 above and beyond the \$10,000.00 pre-Petition retainer.	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

Office of the U.S. Trustee Fees	Approximately \$325.00 per calendar quarter.	Paid in full on the Effective Date of the Plan, or as the same may come due thereafter.
TOTAL	\$12,825.00	

## **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.

Debtor is aware of no priority tax claims.

## **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 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.

Gary Drews and Richard Martin have filed Proofs of Claim asserting secured claims based on judgments and/or orders obtained in the pre-Petition FSLA lawsuits. However, said judgments and/or orders were obtained within 90 days pre-Petition and as such are avoidable pursuant to 11 U.S.C. § 547(b). Accordingly, Debtor is filing Objections to said Proofs of Claim seeking entry of court Orders finding that said claims should be allowed as Class 1 general unsecured claims.



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

Class #	Description	Impairment	Treatment
Class 1	The claim of JP Morgan Chase Bank, N.A. ("Chase"), to the extent allowed as a secured claim under § 506 of the Code, in the amount of \$7,533.65, concerning a mortgage on Debtor's residence, 2755 Frontier Trail, DeKalb County, Atlanta, GA 30341.	Unimpaired	Debtor shall continue to make the monthly mortgage payments in the amount of \$298.76 called for, as and when due, pursuant to the terms of the pre-Petition loan documents. Chase will retain its lien in any and all collateral securing its claim, but solely to the extent of the allowed amount of the claim. Once the debt has been paid in full pursuant to the terms of the pre-Petition loan documentation, Chase shall promptly release its liens and cancel the deed to secure debt. Until such time, however, Chase shall retain its liens.

## 2. *Classes of Priority Unsecured Claims*

Certain priority claims that are referred to in §§ 507(a)(1), (4), (5), (6), and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim. However, a class of holders of such claims may vote to accept different treatment.

Debtor is aware of no claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code.

### 3. *Class of General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code.

The following chart identifies the Plan's proposed treatment of Classes 2 and 3, which contain general unsecured claims against the Debtor:

Class #	Description	Impairment	Treatment
Class 2	All parties holding non-insider general unsecured claims for which the affiliated debtors Jobo's, Inc., Robert Wayne Hamill, Jr., and the Debtor John Joseph Molinari are jointly and severally liable, including Adam M. Paul, Albert E. Barnes, III, Charles Allen, Christopher Zak, Cody Shuler, Gary Drews, Irving A. Flores Fuentes, Jacob M. Aberle, James D. Pelsue, Jeffrey E. Hafer, Jeffrey Goggans, Jeremy D. Sheffield, Jeremy T. Morgan, Jeremy T. Stubbs, John W. Tucker, Michael C. Fitzgerald, Omar A. McLean, Joshua Kroswek, Richard Martin, Smith, Collins & Fletcher P.A., Thomas L. Ray, and Wimberly, Lawson, Steckel, Schneider & Stine, PC, in the aggregate amount of approximately \$640,000.00.	Impaired	These claims shall be paid under the Jobo's, Inc. Plan of Reorganization and shall receive no payment under this Plan. Each of the Debtor and Robert Wayne Hamill, Jr. shall transfer \$25,000.00 to Jobo's, Inc. to be used by Jobo's, Inc. towards payment of these claims under the Jobo's, Inc. Plan of Reorganization.
Class 3	General Unsecured Creditors not otherwise treated herein, including American Express, Bank Of America, Chase Card, and	Impaired.	The Debtor shall pay to holders of allowed Class 3 claim, in

	Michael Fauc, in the aggregate amount of approximately \$5,742.92.		monthly payments, a pro rate share of all of the Debtor's projected disposable income for a five year period from the Effective Date of the Plan forward. The Debtor projects monthly net disposable income to be \$2,039.00.
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#### 5. *Class of Pre-Petition Equity Interest Holders*

Pre-Petition equity interest holders are parties who hold an ownership interest (i.e., equity interest) in Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. 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 sets forth the Plan's proposed treatment of the class of Debtor's pre-Petition equity interest holders.

Class #	Description	Impairment	Treatment
Class 4	Pre-Petition equity holders (i.e., the Debtor).	Unimpaired	The Debtor will retain 100% of his interests in property of the Debtor, as permitted by 11 U.S.C. § 1129(b)(2)(B)(ii).



**D. Means of Implementing the Plan**

**1. Source of Payments**

Debtor will fund the Plan payments from income derived from wages from employment at BJ Roosters. On average, Debtor receives \$5,000.00 gross monthly income from BJ Roosters.

**2. Post-confirmation Management**

It is anticipated that after confirmation of the Plan the Debtor will remain in control and management of his affairs and will continue to be compensated as referenced above.

**E. Risk Factors**

The primary risk factor is that the overall economy will either worsen or remain stagnant, which could negatively impact BJ Rooster's profitability and its ability to compensate the Debtor.

**F. Unexpired pre-Petition Executory Contracts and Unexpired Leases.** Article VI of the Plan 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. If cure of defaults is necessary, the Plan also lists how the Debtor will cure and compensate the other party to such contract or leases for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

All executory contracts and unexpired leases that are not listed in the Plan will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan with the deadline for objecting to the confirmation of the Plan.

Pursuant to Order entered on May 17, 2016 (the "Bar Date Order"), the Court set July 1, 2016 as the deadline for parties in interest to file a proof of claim in this case. As provided in the Bar Date Order, any claim based upon the rejection of an executory contract or unexpired lease that arises after May 17, 2016, but prior to the entry of an Order confirming a plan of reorganization, must be filed by July 1, 2016 or within thirty (30) days from the date of entry of the Order rejecting the contract or lease, whichever is later.

**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: Tax consequences resulting from confirmation of the Plan can vary greatly among the various Classes of Creditors and Holders of Interests, or within each Class. Significant tax consequences may occur as a result of confirmation of the Plan under the Internal Revenue Code and pursuant to state local, and foreign tax statutes. Because of the various tax issues involved, the differences in the nature of the Claims of various Creditors, the taxpayer status and methods of accounting and prior actions taken by Creditors with respect to their Claims, as well as the possibility that events subsequent to the date hereof could change the tax consequences, this discussion is intended to be general in nature only. No specific tax consequences to any Creditor or Holder of an Interest are represented, implied, or warranted. Each Holder of a Claim or Interest should seek professional tax advice, including the evaluation of recently enacted or pending legislation, because recent changes in taxation may be complex and lack authoritative interpretation.

**THE PROPONENTS OF THE PLAN ASSUME NO RESPONSIBILITY FOR THE EFFECT THAT CONFIRMATION OR CONSUMMATION OF THE PLAN WILL HAVE ON ANY GIVEN HOLDER OF A CLAIM OR INTEREST. HOLDERS OF CLAIMS OR INTERESTS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS CONCERNING FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN TO THEIR INDIVIDUAL SITUATION.**

The receipt by a Creditor or Holder of Interest of cash or property in full or partial payment of its Claim or Interest may be a taxable event. To the extent that a portion of the cash or the fair market value of any property received is attributable to

accrued and unpaid interest on a Claim being paid, a Creditor may recognize interest income. A Creditor or Holder of Interest may also recognize gain or loss equal to the difference between the sum of the amount of cash received and the adjusted basis in the Claim or Interest for which the Holder receives amounts under the Plan. Such gain or loss may be treated as ordinary income or capital gain depending upon whether the Claim or Interest is a capital asset.

Under the backup withholding rules of the United States Tax Code, a Holder of a Claim may be subject to backup withholding at the rate of thirty-one percent (31%) with respect to distributions made pursuant to the Plan unless such (i) is a corporation or comes within certain other exempt categories and, when required, demonstrates this fact, or (ii) provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that it is not subject to backup withholding due to a failure to report all dividends and interest. Any amount so withheld will be credited against the Holder's federal income tax liability.

#### **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, Debtor believes that Classes 2 and 3 are impaired and that holders of claims in these classes are therefore entitled to vote to accept or reject the Plan. The Debtor believes that Classes 1 and 4 are not 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.

***Pursuant to Order entered on May 17, 2016, the Court set July 1, 2016 as the deadline for parties in interest to file a proof of claim in this case.***

**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 a 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 non-accepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds non-accepting classes is commonly referred to as a cram down plan. The Code allows the Plan to bind non-accepting 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.

If less than all impaired classes accept the Plan, Debtor intends to seek confirmation of the Plan pursuant to 11 U.S.C. § 1129(b).

*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 D.**



#### **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 Debtor or any successor to Debtor, unless such liquidation or reorganization is proposed in the Plan.

##### **1. Ability to Initially Fund Plan**

The Plan Proponent believes that 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. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as **Exhibit E**.

##### **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 projected financial information. Those projections are listed **Exhibit F**.

The financial projections show that the Debtor will have an average monthly net cash flow, after paying operating expenses and post-confirmation taxes, of approximately \$2,039.00. The final Plan payment is expected to be paid on or about February 1, 2017.

***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. Confirmation of the Plan does not discharge any debt provided for in the Plan until the court grants a discharge on completion of all payments under the Plan, or as otherwise provided in § 1141(d)(5) of the Code. Debtor will not be

discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

**B. Modification of Plan**

The Debtor 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.

**C. Final Decree**

Once the Plan has been substantially consummated, 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.

Debtor believes that the Plan is in the best interest of its creditors and that it should be confirmed. Debtor urges its creditors to vote in favor of the Plan.

**VI. OTHER PROVISIONS**

In addition to any and all other disclaimers, limitations, qualifications, or similar provisions contained in this Disclosure Statement, the information contained herein is subject to the following:

**1. Information Subject to Change.** The statements contained in this Disclosure Statement are made as of the date hereof, and unless another time is specified herein, neither the delivery of this Disclosure Statement nor an exchange of rights made in connection herewith, shall under any circumstance, create an implication that there has been no change in the facts set forth herein since the date hereof.

**2. Securities representations.** Any benefits offered to the holders of Claims or interests, in accordance with the Plan, which may constitute securities, have not been approved or disapproved by the Securities and Exchange Commission (the "Commission"), or by any relevant government authority of any state of the United States. Neither the Commission, nor any such

state authority, have passed upon the accuracy of this Disclosure Statement or the merits of the Plan.

**3. Representations outside of Disclosure Statement.** No representations concerning Debtor, the value of its property, or the value of any benefits offered to holders of Claims or interests in connection with the Plan, are authorized by Debtor, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure acceptances which are contrary to the information contained in this Disclosure Statement should not be relied on by you in arriving at its decision. Any such additional representations or inducements should be reported to counsel for Debtor, whose contact information is at the end of this Disclosure Statement.

**4. No Audit; Appraised Value May Change.** The information contained herein has not been subjected to a certified or other audit. Opinions of value may differ and circumstances may change.

**ARTICLE VII  
SOLICITATION OF ACCEPTANCES**

Debtor believes that the Plan is in the best interests of all creditors and classes of claims. Accordingly, Debtor recommends that you vote to accept the plan. Please complete and return your Ballot in accordance with the accompanying Order setting a balloting deadline. You must submit a timely Ballot for your vote to count.

Dated: October 10, 2016

Prepared and submitted,  
PAUL REECE MARR, P.C.  
Debtor's counsel

/s/ Paul Reece Marr  
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/s/ John Joseph Molinari  
JOHN JOSEPH MOLINARI



## **EXHIBITS**

**EXHIBIT "A"**  
**Plan of Reorganization**

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:	:	Chapter 11 - Judge Sacca
	:	
JOBO'S, INC.;	:	Case No. 15-73919
ROBERT WAYNE HAMILL, JR.; and	:	Case No. 15-73920
JOHN JOSEPH MOLINARI;	:	Case No. 15-73922
	:	
Debtors.	:	Jointly Administered Under
	:	Case No. 15-73919
	:	

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Small Business Case under Chapter 11

**JOHN JOSEPH MOLINARI'S PLAN OF REORGANIZATION**

**ARTICLE I**  
**SUMMARY**

This Plan of Reorganization ("Plan") filed by John Joseph Molinari ("Debtor") under chapter 11 of the Bankruptcy Code ("Code") proposes to pay creditors of Debtor from the Debtor's personal income generated from the operation of the Jobo's, Inc. business.

This Plan provides for one class of secured claims, two classes of general unsecured claims, and one class of equity security holders. Debtor shall continue to make the monthly installment payments to his secured creditors as called for in the pre-Petition loan documents. Unsecured creditors holding allowed joint and several claims against affiliated debtors Jobo's, Inc., Robert Wayne Hamill, Jr., and the Debtor John Joseph Molinari shall be paid through the Jobo's, Inc. Plan of Reorganization. The Debtor shall pay to his remaining general unsecured creditors, in monthly payments, all of the Debtor's projected disposable income for a five year period from the Effective Date of the Plan forward. The Plan also provides for the payment of administrative and priority claims.

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 ("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 claim of JP Morgan Chase Bank, N.A., to the extent allowed as a secured claim under § 506 of the Code.

2.02 Class 2. All creditors holding non-insider general unsecured claims allowed under 11 U.S.C. §502 joint and severally against affiliated debtors Jobo's, Inc., Robert Wayne Hamill, Jr., and the Debtor John Joseph Molinari.

2.03 Class 3. All non-insider general unsecured claims allowed under 11 U.S.C. §502 and not otherwise treated herein.

2.04 Class 4. Pre-Petition equity interests of the Debtor.

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

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

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code will be paid in full on 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 Debtor.

3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid consistent with Section 1129(a)(9)(C) of the Bankruptcy Code. There are no known priority tax claims.

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 - The claim of JP Morgan Chase Bank, N.A. ("Chase"), to the extent allowed as a secured claim under § 506 of the Code, in the amount of \$7,533.65, concerning a mortgage on Debtor's residence, 2755 Frontier Trail, DeKalb County, Atlanta, GA 30341.	Unimpaired	Debtor shall continue to make the monthly mortgage payments in the amount of \$298.76 called for, as and when due, pursuant to the terms of the pre-Petition loan documents. Chase will retain its lien in any and all collateral securing its claim, but solely to the extent of the allowed amount of the claim. Once the debt has been paid in full pursuant to the terms of the pre-Petition loan documentation, Chase shall promptly release its liens and cancel the deed to secure debt. Until such time, however, Chase shall retain its liens.
Class 2 - All parties holding non-insider general unsecured	Impaired	Said creditors holding allowed claims are to be paid as Class 1 creditors in the Jobo's, Inc. Plan of Reorganization.

claims for which the affiliated debtors Jobo's, Inc., Robert Wayne Hamill, Jr., and the Debtor John Joseph Molinari are jointly and severally liable.		Accordingly, said claimants shall receive no payment under Debtor's Plan. Each of the Debtor and Robert Wayne Hamill, Jr. shall transfer \$25,000.00 to Jobo's, Inc. to be used as a contribution towards payment by Jobo's, Inc. of these claims under the Jobo's, Inc. Plan of Reorganization.
Class 3 - General Unsecured Creditors not otherwise treated herein.	Impaired	The Debtor shall pay to holders of allowed Class 3 claim, in monthly payments, a pro rate share of all of the Debtor's projected disposable income for a five year period from the Effective Date of the Plan forward. The Debtor projects monthly net disposable income to be \$2,039.00.
Class 4 - Pre-Petition equity holders (i.e., the Debtor).	Unimpaired	The Debtor will retain 100% of his interests in property of the Debtor, as permitted by 11 U.S.C. § 1129(b)(2)(B)(ii).

4.02 Payment of unscheduled administrative expenses.  
Administrative expense claims are not classified under this Plan and are dealt with as provided for in Article III of the Plan.

4.03 Pro-rata Distribution. With respect to any distribution to a Class under this Plan as of any particular distribution date; each claimant within the Class shall receive a pro rata share of the distribution, which shall mean that the ratio of the cumulative amount of all funds distributed to the amount of each allowed claim shall be the same as the ratio of



the cumulative amount distributed to a such a class to the total amount of all allowed claims in a particular class.

4.04 Unclaimed Distributions. "Unclaimed distributions" shall mean (a) any funds returned as undeliverable without a proper forwarding address and (b) checks not presented and paid within ninety (90) days of their distribution by Debtor to claimants. Unclaimed distributions shall be held by Debtor for a period of one hundred and eighty (180) days after a distribution is made, after which time the unclaimed distribution shall be deemed as unclaimed by the intended recipient and may be distributed to other claimants within the same class pro rata at that time or as part of the next regularly scheduled distribution.

4.05 Rounding. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole cent.

4.06 Method of Cash Distribution. Any cash payment to be made pursuant to the Plan may be made by draft, check, wire transfer, or as otherwise provided in any relevant agreement or applicable law. Any payment due on a Holiday shall be made, without interest, on the next following day that is not a Holiday.

4.07 Prepayment. Provided that it is not in default of its obligations under this Plan, Debtor may prepay, without penalty, all or any portion of any allowed claim, at any time, but shall not have any obligation to do so.

## **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 Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and 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. 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.

5.03 Settlement of Disputed Claims. Debtor will have the power and authority to settle and compromise a disputed claim with Court approval and in 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.

6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor is not a party to any pre-petition executory contracts 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 upon the Effective Date of this Plan. Pursuant to Order entered on May 17, 2016 (the "Bar Date Order"), the Court set July 1, 2016 as the deadline for parties in interest to file a proof of claim in this case. As provided in the Bar Date Order, any claim based upon the rejection of an executory contract or unexpired lease that arises after May 17, 2016, but prior to the entry of an Order confirming a plan of reorganization, must be filed by July 1, 2016 or within thirty (30) days from the date of entry of the Order rejecting the contract or lease, whichever is later.

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

The Debtor will make Plan payments from his personal income generated from the operation of the Jobo's, Inc. 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, and they are supplemented by the definitions contained in this Article.

(a) "Confirmation Date" Definition. As used herein, "Confirmation Date" means the date upon which the Court enters the Confirmation Order.

(b) "Confirmation Order" Definition. As used herein, "Confirmation Order" means the Order of the Court confirming the Plan.

(c) "Effective Date of Plan" Definition. As used herein, "Effective Date of the Plan" means the fourteenth (14<sup>th</sup>) business day following the date of the entry of the Order Of Confirmation. But if a stay of the Confirmation Order is in effect on that date, the Effective Date will be the first (1<sup>st</sup>) business day after that date on which no stay of the confirmation order is in effect, provided that the Confirmation Order has not been vacated.

(d) "Petition Date" Definition. As used herein, "Petition Date" means December 16, 2015, the date upon which Debtor filed his Voluntary Petition.

(e) "Reorganized Debtor" Definition. As used herein, Reorganized Debtor means Debtor on and after the Confirmation Date.

8.02 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.

8.03 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and inure to the benefit of, the successors or assigns of such entity, whether or not such entities are impaired and whether or not such entities have accepted the Plan.



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

8.05 Controlling Effect. Except to the extent the Bankruptcy Code, Bankruptcy Rules, or other federal laws apply, the rights and obligations arising under the Plan shall be governed by the laws of the State of Georgia.

**ARTICLE IX**  
**DISCHARGE; PERMANENT INJUNCTION**

9.01. Discharge. On the completion of Plan payments, the Debtor will be discharged from any and all debts and claims that arose before confirmation of this Plan, except to the extent prohibited by 11 U.S.C. § 1141, whether or not the creditor files a proof of claim, whether or not the creditor accepts the Plan, and whether or not the creditor's claim is allowed.

9.02 Permanent Injunction. The entry of an Order confirming this Plan shall operate as an injunction against any act against the Debtor or his property to initiate, prosecute, enforce, liquidate, collect or otherwise assert any claim or interest against the Debtor and his property except as provided in this Plan.

**ARTICLE X**  
**OTHER PROVISIONS**

10.01 Vesting of Assets in Reorganized Debtor. On or after the Effective Date, all property of the estate of Debtor shall vest in the Reorganized Debtor, free and clear of any and all claims, liens, charges or other encumbrances or interests except as may be specifically provided for otherwise in the Plan. On and after the Effective Date, the Reorganized Debtor may conduct his affairs and may use, acquire and dispose of property without supervision or approval of the Bankruptcy Court, except as may be otherwise set forth herein.

10.02 Cram-down. Debtor will, if necessary, rely upon the "cram-down" provisions of 11 U.S.C. § 1129(b) for the purpose of

obtaining confirmation of the Plan, and requests that the Plan be confirmed pursuant to Section 1129(b) of the Bankruptcy Code in the event that all requirements for confirmation are met except the provisions of Section 1129(a)(8).

10.03 Dates. If any date or deadline provided for in this Plan falls on a Saturday, Sunday, federal holiday, or day recognized as a holiday by the government of the State of Georgia (a "Holiday"), then the actions or event required by such date shall be automatically extended to the next day that is not a Holiday.

10.04 Default. If the Reorganized Debtor defaults in his payment obligations hereunder to a creditor after this case has been closed by the Court, then such creditor may serve a written "notice of default" to the Reorganized Debtor via Regular U.S. Mail, addressed to the Reorganized Debtor at the address of Debtor as reflected in the electronic records maintained by the Clerk of Bankruptcy Court or as otherwise notified in writing. If the Reorganized Debtor does not cure said default within fifteen (15) business days of receipt of the date of mailing of said written notice of default, then the creditor may exercise any and all rights and remedies it may have under applicable law and/or seek such relief as may be appropriate in this Court. In addition, the Court may retain jurisdiction to hear certain matters even after the case has been closed.

10.05 Final Order. An Order shall become a "Final Non-appealable Order" when it has not been reversed, stayed, modified or amended; when the time to appeal or seek *certiorari*, review or rehearing has expired or been effectively waived; and when such Order has become conclusive on all matters adjudicated thereby and is in full force and effect.

10.06 Modification of the Plan. The Reorganized Debtor may modify this Plan pursuant to §1127 of the Bankruptcy Code and as herein provided, to the extent applicable law permits. Said modification may be without notice or hearing, or after such notice and hearing as the Court deems appropriate, if the court finds that the modification does not materially and adversely affect the rights of any parties in interest which have not had notice and an opportunity to be heard with regard thereto. Without limiting the generality of the foregoing, the Plan may

be modified after notice and hearing to entities which have requested notice pursuant to Bankruptcy Rule 2002(i). In the event of any modification on or before confirmation, any votes to accept or reject the Plan shall be deemed to be votes to accept or reject the Plan as modified, unless the Court finds that the modification materially and adversely attests the rights of parties in interest which have cast said votes. The Debtor reserves the right in accordance with §1127 of the Bankruptcy code to modify this Plan at any time before the Confirmation Date.

10.07 No Transfer Tax. As provided in 11 U.S.C. § 1146(c), no transfer or recordation tax or stamp tax or similar tax shall be imposed with respect to the transfer (including sale) of any real estate contemplated under this Plan once confirmed or any other property on which a transfer tax may be imposed which may be exempted by 11 U.S.C. § 1146(c).

10.08 Post-Effective Date Retention of Professionals. Upon the Effective Date, any requirement that professionals comply with §§ 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date will terminate, and the Reorganized Debtor will employ and pay professionals in their ordinary course of business.

10.09 Reservation of Rights. Neither the filing of the Plan, nor any statement or provision contained herein, nor the taking by any creditor of any action with respect to the Plan, shall (1) be or be deemed to be an admission against interest, and (2) until the Effective Date, be or be deemed to be a waiver of any rights which any party in interest may have against any other party in interest or any of its property, and until the Effective Date all such rights are specifically reserved. In the event that the Effective Date does not occur, neither the Plan nor any statement contained in the Plan may be used or relied upon in any manner in any suit, action, proceeding, or controversy within or outside of the reorganization case involving the Reorganized Debtor.

10.10 Retained rights. The Reorganized Debtor retains all rights to seek turnover of estate property, avoidance of fraudulent or preferential transfers, to avoid post-petition transfers, and/or to assert its strong-arm powers, including all



rights under 11 U.S.C. §§ 542, 544, 547, 548 and 549, regardless of whether demand has been made or an adversary proceeding or other action has been filed prior to or after confirmation of this Plan, and all such rights to pursue causes of action are vested in the Reorganized Debtor by this Plan. The Reorganized Debtor retains all rights to object to Proofs of Claim, previously scheduled claims and informal claims.

10.11 Revocation of Plan. Debtor reserves the right, unilaterally and unconditionally, to revoke and/or withdraw the Plan at any time prior to entry of the Confirmation Order, and upon such revocation and/or withdrawal the Plan shall be deemed null and void and of no force and effect.

10.12 Successors and Assigns. The rights, duties and obligations of any entity named or referred to in this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such entity.

10.13 Supremacy Clause. In the event of any conflict between the Disclosure Statement and the Plan, the terms of the Plan shall control.

WHEREFORE, Debtor proposes the within and foregoing "Plan of Reorganization".

Dated: October 10, 2016

Prepared and submitted,  
PAUL REECE MARR, P.C.  
Debtor's counsel

/s/ Paul Reece Marr  
Paul Reece Marr  
Georgia Bar No. 471230  
300 Galleria Parkway, N.W.  
Suite 960  
Atlanta, Georgia 30339  
770-984-2255

/s/ John Joseph Molinari  
JOHN JOSEPH MOLINARI



EXHIBIT B

Identity and Value of Material Assets of Debtor as of 08/31/2016

cash	\$33,652.12
residence, 2755 Frontier Trail, Atlanta, GA	300,000.00
Unit N-9 6005 Midnight Pass Road, Sarasota, FL	290,000.00
50% ownership interest in Jobo's, Inc.	0.00
50% interest in 2043 Cheshire Bridge Road, LLC	0.00
Vehicles	31,735.00
household goods, furnishings, personal effects, etc.	<u>6,000.00</u>
Gross Value .....	\$661,387.12

**EXHIBIT C**  
**Summary of Postpetition Operating Reports**  
**Net profit December 16, 2015 – 08/31/2016**

1,601.79	12/16/2016 through 12/31/2016
29,725.54	01/2016
3,291.51	02/2016
359.06	03/2016
813.57	04/2016
2,025.96	05/2016
3,970.92	06/2016
(1,117.37)	07/2016
+ <u>(335.84)</u>	08/2016

$\$40,334.14 \div 8.5161 = \$4,736.34$  average monthly post-Petition  
net cash profit

## EXHIBIT D - LIQUIDATION ANALYSIS

### *Plan Proponent's Estimated Liquidation Value of Assets*

#### **Assets**

a. Cash on hand	\$	33,652.12
b. Accounts receivable	\$	0.00
c. Real estate	\$	400,000.00
d. Vehicles		20,000.00
e. equipment, inventory, etc.	\$	0.00
f. Investment property (such as stocks, bonds or other financial assets)	\$	0.00
j. Household goods, furnishings, personal effects, etc.	\$	3,000.00
k. Other intangibles (such as avoiding powers actions)	\$	<u>0.00</u>

**Total Assets at Liquidation Value** \$ 456,652.12

#### **Less:**

Secured creditors' recoveries \$ 7,533.65

#### **Less:**

Chapter 7 trustee fees and expenses \$ 59,000.00

#### **Less:**

Chapter 11 administrative expenses \$ 12,825.00

#### **Less:**

Priority claims, excluding administrative expense claims (post-petition payables)

#### **[Less:**

Debtor's claimed exemptions] \$ 43,834.74

(1) Balance for unsecured claims \$ 333,458.73

(2) Total dollar amount of unsecured claims \$ 646,000.00

**Percentage of Claims Which Unsecured Creditors Would Receive Or Retain in a Chapter 7 Liquidation:**

51.62% [Divide (1)  
by (2)]

**Percentage of Claims Which Unsecured Creditors Will Receive or Retain under the Plan:**

100.00%

**EXHIBIT E**  
**CASH ON HAND ON THE EFFECTIVE DATE OF THE PLAN**

Cash on hand on Effective Date of the Plan:	\$38,152.12
Less -	
Amount of administrative expenses payable on Effective Date of the Plan 0.00	10,000.00
Amount of statutory costs and charges	0.00
Amount of cure payments for executory contracts	0.00
Other Plan Payments due on effective date of the Plan	0.00
Balance after paying these amounts.....	\$28,152.12

The sources of the cash Debtor will have on hand by the Effective Date of the Plan are estimated as follows:

\$33,652.12	Cash in Debtor's bank account 08/31/2016
+ <u>4,500.00</u>	Additional cash Debtor will accumulate from net earnings between now and effective date of the Plan [ongoing profit]
\$38,152.12	Total



**EXHIBIT F**  
**Operating Projections**  
**Estimated Monthly Income and Expenses**

**A. Estimated Monthly Income:**

**\$5,000.00**

**B. Estimated Monthly Expenses**

<p>4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.</p> <p style="margin-left: 20px;">If not included in line 4:</p> <p>4a. Real estate taxes</p> <p>4b. Property, homeowner's, or renter's insurance</p> <p>4c. Home maintenance, repair, and upkeep expenses</p> <p>4d. Homeowner's association or condominium dues</p> <p>5. Additional mortgage payments for your residence, such as home equity loans</p> <p>6. Utilities:</p> <p style="margin-left: 20px;">6a. Electricity, heat, natural gas</p> <p style="margin-left: 20px;">6b. Water, sewer, garbage collection</p> <p style="margin-left: 20px;">6c. Telephone, cell phone, Internet, satellite, and cable services</p> <p style="margin-left: 20px;">6d. Other. Specify: _____</p> <p>7. Food and housekeeping supplies</p> <p>8. Childcare and children's education costs</p> <p>9. Clothing, laundry, and dry cleaning</p> <p>10. Personal care products and services</p> <p>11. Medical and dental expenses</p> <p>12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.</p> <p>13. Entertainment, clubs, recreation, newspapers, magazines, and books</p> <p>14. Charitable contributions and religious donations</p> <p>15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.</p> <p style="margin-left: 20px;">15a. Life insurance</p> <p style="margin-left: 20px;">15b. Health insurance</p> <p style="margin-left: 20px;">15c. Vehicle insurance</p> <p style="margin-left: 20px;">15d. Other insurance. Specify: _____</p> <p>16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____</p> <p>17. Installment or lease payments:</p> <p style="margin-left: 20px;">17a. Car payments for Vehicle 1</p> <p style="margin-left: 20px;">17b. Car payments for Vehicle 2</p> <p style="margin-left: 20px;">17c. Other. Specify: _____</p> <p style="margin-left: 20px;">17d. Other. Specify: _____</p> <p>18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, <i>Schedule I, Your Income</i> (Official Form 106I).</p> <p>19. Other payments you make to support others who do not live with you. Specify: _____</p> <p>20. Other real property expenses not included in lines 4 or 5 of this form or on <i>Schedule I: Your Income</i>.</p> <p style="margin-left: 20px;">20a. Mortgages on other property</p> <p style="margin-left: 20px;">20b. Real estate taxes</p> <p style="margin-left: 20px;">20c. Property, homeowner's, or renter's insurance</p>	<p>4. \$ <u>295.00</u></p> <p>4a. \$ <u>0.00</u></p> <p>4b. \$ <u>0.00</u></p> <p>4c. \$ <u>25.00</u></p> <p>4d. \$ <u>0.00</u></p> <p>5. \$ <u>0.00</u></p> <p>6a. \$ <u>250.00</u></p> <p>6b. \$ <u>33.00</u></p> <p>6c. \$ <u>150.00</u></p> <p>6d. \$ <u>0.00</u></p> <p>7. \$ <u>650.00</u></p> <p>8. \$ <u>0.00</u></p> <p>9. \$ <u>100.00</u></p> <p>10. \$ <u>185.00</u></p> <p>11. \$ <u>25.00</u></p> <p>12. \$ <u>250.00</u></p> <p>13. \$ <u>50.00</u></p> <p>14. \$ <u>0.00</u></p> <p>15a. \$ <u>0.00</u></p> <p>15b. \$ <u>782.00</u></p> <p>15c. \$ <u>66.00</u></p> <p>15d. \$ <u>0.00</u></p> <p>16. \$ <u>0.00</u></p> <p>17a. \$ <u>0.00</u></p> <p>17b. \$ <u>0.00</u></p> <p>17c. \$ <u>0.00</u></p> <p>17d. \$ <u>0.00</u></p> <p>18. \$ <u>0.00</u></p> <p>19. \$ <u>0.00</u></p> <p>20a. \$ <u>0.00</u></p> <p>20b. \$ <u>0.00</u></p> <p>20c. \$ <u>0.00</u></p>
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20d. Maintenance, repair, and upkeep expenses	20d. \$	0.00
20e. Homeowner's association or condominium dues	20e. \$	100.00
21. Other: Specify: _____	21. +\$	0.00
<b>22. Calculate your monthly expenses</b>		
22a. Add lines 4 through 21.	\$	2,961.00
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$	
22c. Add line 22a and 22b. The result is your monthly expenses.	\$	2,961.00
<b>23. Calculate your monthly net income.</b>		
23a. Copy line 12 ( <i>your combined monthly income</i> ) from Schedule I.	23a. \$	5,000.00
23b. Copy your monthly expenses from line 22c above.	23b. -\$	2,961.00
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	2,039.00

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re: : Chapter 11 - Judge Sacca  
:   
JOBO'S, INC.; : Case No. 15-73919  
ROBERT WAYNE HAMILL, JR.; and : Case No. 15-73920  
JOHN JOSEPH MOLINARI; : Case No. 15-73922  
:   
Debtors. : Jointly Administered Under  
: Case No. 15-73919  
:

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CERTIFICATE OF SERVICE

I certify that I have this date served the following parties with a copy of the foregoing *JOHN JOSEPH MOLINARI'S DISCLOSURE STATEMENT AND PLAN OF REORGANIZATION* by placing a true copy of same in the United States Mail with adequate postage affixed to insure delivery, addressed to:

Thomas Wayne Dworschak  
Office of the U. S. Trustee  
362 United States Courthouse  
75 Ted Turner Drive, S.W.  
Atlanta, Georgia 30303

This the 10<sup>th</sup> day of October, 2016.

/s/ Paul Reece Marr  
Paul Reece Marr  
GA Bar No. 471230

PAUL REECE MARR, P.C.  
Suite 960  
300 Galleria Parkway, N.W.  
Atlanta, GA 30339  
770-984-2255