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5 UNITED STATES BANKRUPTCY COURT
6 DISTRICT OF NEVADA

7 In re:

8 ROSARIO MENDOZA,
Debtor in Possession.

Case No.: 14-17697-ABL
Chapter 11

9 DATE: September 14, 2016
10 TIME: 1:30 P.M.

11 **AMENDED DISCLOSURE STATEMENT**

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20 **I. INTRODUCTION**

21 This is the Amended Disclosure Statement (the “**Disclosure Statement**”) in the chapter
22 11 case of ROSARIO MENDOZA (the “**Debtor**”). This Disclosure Statement contains
23 information about the Debtor and describes his Amended Plan of Reorganization (the “**Plan**”)
24 filed on September 8, 2016, in accordance with the United States Bankruptcy Code, 11 U.S.C. §§
101, et seq. (the “**Bankruptcy Code**”). 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. Secured creditors are classified into one class. Unsecured creditors are classified in two (2) separate classes, which include Classes 2 (**Priority Unsecured Creditors**) and 3

1 **(General Unsecured Creditors)**. As of the date of this Disclosure Statement, Debtor has no
2 Priority or General Unsecured Creditors.

3 **PURPOSE OF THIS DOCUMENT**

4 This Disclosure Statement describes:

- 5 • The Debtor and the significant events during the bankruptcy case;
- 6 • How the Plan proposes to treat claims of the type you hold (i.e., what you will receive
7 for your claim if the plan is confirmed);
- 8 • Who can vote on or object to the Plan;
- 9 • What factors the Bankruptcy Court (the “**Court**”) will consider when deciding
10 whether to confirm the Plan;
- 11 • Why the Debtor believes the Plan is feasible, and how the treatment of your claim
12 under the Plan compares to what you would receive on your claim in liquidation; and
- 13 • The effect of confirmation of the Plan.

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

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

17 The Court has not yet confirmed the Plan described in this Disclosure Statement. This
18 section describes the procedures pursuant to which the Plan will or will not be confirmed. In
19 addition, included with this Disclosure Statement is the Notice of Confirmation, which describes
20 the objection deadlines and important Court dates relevant here.

21 **Time and Place of the Hearing to Confirm the Plan.**

22 The Court will hold a hearing on September 14, 2016 at 1:30 p.m. to determine whether
23 to confirm the Plan, in Courtroom 1, at the United States Bankruptcy Court for the District of
24 Nevada, 300 South Las Vegas Boulevard, Las Vegas, Nevada, 89101.

25 **Deadline for Voting to Accept or Reject the Plan.**

26 If you are entitled to vote to accept or reject the Plan, enclosed is a ballot describing your
27 claim. Please complete the ballot, as indicated, and return the ballot to the Debtor’s counsel, Law
28 Office of Gina M. Corena; 400 S. 4TH Street Suite 500 Las Vegas, NV 89101, **Attn: Gina M.
29 Corena, Esq.** See section IV.A. below for a discussion of the voting eligibility requirements.

30 Your ballot must be received by September 7, 2016, or it will NOT be counted.

31 **Deadline for Objecting to Confirmation of the Plan.**

32 Objections to the confirmation of the Plan must be filed with the Court and served upon
33 (a) the Debtor’s counsel, Law Offices of Gina M. Corena, Esq.; 400 S. 4TH Street Suite 500 Las
34 Vegas, NV 89101, **Attn: Gina M. Corena, Esq.** and (b) The Office of the United States Trustee
300 Las Vegas Boulevard South, Las Vegas, Nevada 89101, by September 7, 2016.

1 **Identity of Person to contact for more information.**

2 If you want additional information about the Plan, you should contact the Debtor's
3 counsel, Law Office of Gina M. Corena, Esq.; 400 S. 4TH Street Suite 500 Las Vegas, NV 89101,
4 Attn: Gina Corena, Esq.

5 **DISCLAIMER**

6 **THE COURT CONDITIONALLY APPROVED THIS DISCLOSURE**
7 **STATEMENT AS CONTAINING ADEQUATE INFORMATION TO ENABLE PARTIES**
8 **AFFECTED BY THE PLAN TO MAKE AN INFORMED DECISION ABOUT ITS**
9 **TERMS. THE COURT HAS NOT YET DETERMINED WHETHER THE PLAN MEETS**
10 **THE LEGAL REQUIREMENTS FOR CONFIRMATION, AND THE FACT THAT THE**
11 **COURT CONDITIONALLY APPROVED THIS DISCLOSURE STATEMENT DOES**
12 **NOT CONSTITUTE AN ENDORSEMENT OF THE PLAN BY THE COURT, OR A**
13 **RECOMMENDATION THAT IT BE ACCEPTED.**

14 **II. BACKGROUND**

15 **Description and history of the Debtor's Business**

16 The Debtor is a retired individual who owns a rental property in Las Vegas, Nevada. The
17 downturn in the economy has caused the Debtor to be upside down in his receivables versus his
18 mortgage payments.

19 The Debtor's case is not complex, insomuch as his assets are comprised of his property
20 and the income he receives from the leasing of his property and his social security benefits. The
21 Debtor is the sole principal and manager of his property, so complex ownership and corporate
22 issues do not need to be addressed in the Plan. Simply put, the Debtor's case is a direct result of
23 the precipitous fall of the real estate market and economy in the United States generally.

24 **Insiders of the Debtor**

 The Debtor is an individual with no payments to insiders. The majority of his excess
 income is used to pay for and carry the mortgage payment related to his residential property.

Management of the Debtor before and During the Bankruptcy

 During the time period prior to the date on which the Debtor filed his bankruptcy petition,
 the Debtor operated as a sole proprietor over his business and property. Therefore, he does not
 have any officers, directors or managers other than himself.

Events Leading to Chapter 11 Filing

 The events leading to this Chapter 11 case are the downturn in the economy generally
 and the Las Vegas, Nevada real estate market specifically. Property values fell so significantly
 that the Debtor can no longer sell or refinance his property without the approval of his secured

1 creditors. As a result, rather than walk away from his property, he elected to file this case to
2 reorganize his debt and return his property to profitability.

3 **Significant Events during the Bankruptcy Case**

4 The following is a list of the significant events which occurred during the Debtor's
5 Chapter 11 case. Because the Debtor is an individual, operating primarily as a sole proprietor, his
6 case is not complex. Accordingly, the only material event in this case centers upon the Debtor's
7 efforts to reorganize his secured debt so that he can turn his properties profitable, which in turn
8 will provide the cash flow necessary to fund the Plan. Accordingly, a list of the significant events
9 in the case follows.

10 The single most significant occurrence of the Debtor's case is the approval of his Motion
11 To Value Collateral, "Strip Off" And Modify Rights of Creditors Pursuant to 11 U.S.C. §506(a)
12 and § 1123 (the "**Motion to Value**"). Although the secured creditor subsequently filed a notice
13 of election under Section 1111(b) of the Bankruptcy code, the Debtor has still been able to right-
14 size the mortgage related to his residential property and turn the asset profitable.

15 The Debtor has not filed any adversary proceedings at this time; however, if the Court
16 does not confirm the Plan, the Debtor may be forced to pursue any claims he holds against his
17 mortgage lenders under The Truth In Lending Act, 15 U.S.C. §§ 1601, *et seq.*, The Real Estate
18 Settlement Procedures Act, 12 U.S.C. §§ 2601, *et seq.*, as well as certain Nevada state law
19 claims.

20 **Projected Recovery of Avoidable Transfers**

21 The Debtor does not intend to pursue preference, fraudulent conveyance, or other
22 avoidance actions at this time. The Debtor does not believe any significant transfers occurred
23 during the 2-year period leading up to the filing of this case. Importantly, the majority of the
24 Debtor's significant transfers was the payment of his mortgage.

The Debtor reserves his right, however, to perform and complete an investigation with
regard to prepetition transactions. Although he does not believe significant transfers occurred,
creditors should be aware that if you received a payment or other transfer within 90 days of the
bankruptcy, or other transfer avoidable under the Bankruptcy Code, the Debtor may seek to
avoid such transfer.

25 **Claims Objections**

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

31 The bar date for proofs of claim in the case is **March 18, 2015**, (the "**Bar Date**"). The
32 Bar Date is the date after which creditors cannot file a proof of claim in this case. Importantly, if
33 your claim is listed in the Debtor's Schedules of Liabilities, and you agree with the claim amount

1 listed there, you do not need to file a proof of claim in the case. If the Debtor amends his
2 Schedules of Liabilities and your claim is affected, you will have an opportunity to file an
objection to any such change.

3 **TO THE BEST OF DEBTOR’S KNOWLEDGE, INFORMATION AND BELIEF,**
4 **THE LIABILITIES SET FORTH HEREIN AND ON HIS SCHEDULES CONSTITUTE A**
5 **FULL AND COMPLETE ESTIMATION OF ALL LIABILITIES OF THE DEBTOR,**
6 **AND THE AMOUNTS THEREOF. CREDITORS ARE URGED TO FULLY REVIEW**
7 **WITH THEIR ATTORNEYS THE SCHEDULES FILED HEREIN, TOGETHER WITH**
8 **THE MONTHLY OPERATING REPORTS FILED WITH THIS COURT.**

9 **Current and Historical Financial Conditions**

10 The identity and fair market value of the estate’s assets are listed in **Exhibit B**. The value
11 of the assets is based on the appraisals performed for each property and updated in connection
12 with the approval of the Plan. Copies of the appraisals are available upon request; however,
13 appraisals were forwarded to each secured lender in this case with respect to the related
14 collateral. In addition, the Debtor reserves the right to re-appraise the properties prior to final
confirmation of the plan to reflect the value of the home at that time. Therefore, if you are a
secured lender, your secured claim may change in connection with confirmation of the Plan if the
value of your collateral has fallen after the hearing on the Motion to Value. **If you are a secured
creditor and intend to object to any revised valuation of your collateral based on a
reappraisal, you must file an objection to the Plan. If you are a secured lender subject to a
revised appraisal, a copy of the related appraisal will be delivered to you upon filing with
the Court. All other parties may receive copies of the Debtor’s property appraisals upon
request of Debtor’s counsel.**

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

17 **What is the purpose of the Plan of Reorganization?**

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

19 **Unclassified Claims**

20 Certain types of claims are automatically entitled to specific treatment under the Code.
21 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
22 required by the Code. As such, the Debtor did *not* place the following claims in any class:

23 **Administrative Expenses**

24 Administrative expenses are costs or expenses of administering the Debtor’s Chapter 11
case which are allowed under section 507(a)(2) of the Bankruptcy Code. Administrative

1 expenses also include the value of any goods or services sold to the Debtor in the ordinary course
 2 of business. The Bankruptcy Code requires that all administrative expenses be paid on the
 effective date of the Plan, unless a particular claimant agrees to a different treatment.

3 The following chart lists the Debtor's estimated administrative expenses and their
 4 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	Current as of the date of filing of the Disclosure Statement.	Paid in full on the effective date of the Plan, or according to terms of obligation if later.
Professional Fees, as approved by the court	Approximately \$15,000.00 To be determined and Approved by the Bankruptcy Court upon Counsel's Fee Application.	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan.
Clerk's Office Fees	\$0.00	Paid in full on the effective date of the Plan.
Other administrative expenses	\$0.00	Paid in full on the effective date of the Plan or according to separate written agreement.
Office of the U.S. Trustee Fees	\$0.00	Paid in full on the effective date of the Plan

15 **Priority Tax Claims**

16 Priority tax claims are unsecured income, employment, and other taxes described by
 17 Section 507(a)(8) of the Bankruptcy Code. Unless the holder of such a Section 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.

18 **Classes of Claims**

19 The following are the classes set forth in the Plan and the proposed treatment that they
 20 will receive under the Plan.

21 **Classes of Secured Claims**

22 Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy
 23 estate (or that are subject to set off) to the extent allowed as secured claims under Section 506 of
 the Bankruptcy Code. If the value of the collateral or setoffs securing the creditor's claim is less
 24 than the amount of the creditor's allowed claim, the deficiency will be classified as a general,
 unsecured claim in Class 3. The Debtor's impaired first lien holders' claims are classified in
Class 1.

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

Class #	Description	Impairment	Treatment
1	Class 1 consists of the Secured Claim of Nationstar Mortgage, LLC against the Debtor's property located at 5136 Santo Avenue, Las Vegas, NV 89108 , which is secured by a lien against the Debtor's residential property, loan number ***** 8792 .	Impaired	<p>The holder of the allowed Class 1 Secured Claim shall be impaired and paid in accordance with its election to be treated as fully secured under Section 1111(b) of the Bankruptcy Code. The Debtor shall make monthly payments of \$636.10 at 0.00% interest over thirty (30) years until the total claim of \$228,994.50 is paid in full. Payments shall start on the first day of the first month following confirmation of Debtor's Plan. Payments shall be made directly to Nationstar Mortgage, LLC, P.O. Box 619094, Dallas, TX 75261-9741 with reference to the last four digits of the Loan Number 8792, or as otherwise directed.</p> <p>Any prepetition default is hereby cured under the treatment in the Plan.</p> <p>In addition to the monthly principal payment above, Secured Creditor shall continue to impound the loan for property taxes and insurance on the Property. The current monthly escrow payment for property taxes and insurance is \$85.74 and is subject to change as escrow needs are reanalyzed over the remaining life of the loan.</p> <p>In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the contract between the parties, and then, if necessary or applicable, state law.</p>

1 **Priority Unsecured Claims – Class 2**

2 Class 2 shall include certain priority claims that are referred to in Sections 507(a)(1), (4),
3 (5), (6), and (7) of the Bankruptcy Code. The Bankruptcy Code requires that each holder of such
4 a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim.
A class of holders of such claims, however, may vote to accept different treatment. **As of the
date of this Disclosure Statement, the Debtor does not have any priority unsecured claims.**

5 **Classes of General Unsecured Claims – Class 3**

6 General unsecured claims are not secured by property of the estate and are not entitled to
7 priority under Section 507(a) of the Bankruptcy Code. **As of the date of this Disclosure
Statement, the Debtor does not have any general unsecured claims.**

8 **Equity Interest of the Debtor**

9 Equity interest holders are parties who hold an ownership interest (i.e., equity interest). In
10 a corporation, entities holding preferred or common stock are equity interest holders. In a
11 partnership, equity interest holders include both general and limited partners. In a limited
12 liability company, the equity interest holders are the members. Finally, with respect to an
individual who is a debtor, the Debtor is the equity interest holder. In this case, the Debtor has no
equity interests.

13 **IV. Means of Implementing the Plan**

14 **Source of Payments**

15 The Debtor’s Payments and distributions under the Plan will be funded by the Debtor,
16 based upon his (a) projected monthly rental income and (b) personal income. The Debtor’s Cash
Flow Analysis is attached hereto as **Exhibit C** and outlines the Debtor’s sources and uses of
17 income. Debtor’s disposable income as determined by 11 U.S.C. §1325(b)(2) is **\$45.28**. **Since
the Debtor has no unsecured claims, there will be no plan payments or distributions to
unsecured creditors.**

18 **Post-confirmation Management**

19 The Debtor will manage his property post-petition in the ordinary course. He will be
20 authorized to enter into, terminate and renew lease agreements as he sees fit. Such activities will
21 include retaining management companies to aid in the renting of his property, drafting and
serving eviction notices, negotiating loan modifications or refinancing his property, repairing the
property and maintaining a reserve account of up to one month’s mortgage payments, or
\$10,000.00, whichever is greater.

22 **Risk Factors**

23 The significant risk related to the Debtor’s Plan is the continued deterioration of the
24 housing market. Should the rental market deteriorate in a manner which causes the Debtor’s

1 home to become unaffordable, and the related mortgage could not be modified or refinanced to
2 reflect the changed circumstances, the Debtor may become unable to make his payments.

3 **Executory Contracts and Unexpired Leases**

4 The Plan, in **Exhibit 2**, lists all executed contracts and unexpired leases the Debtor will
5 assume under the Plan. Assumption means that the Debtor has elected to continue to perform the
6 obligations under such contracts and unexpired leases, and to cure defaults of the type that must
7 be cured under the Code, if any. **Exhibit 2** to the Plan also lists how the Debtor will cure and
8 compensate the other party to such contract or lease for any such defaults. As of the date of this
9 Disclosure Statement, the Debtor has no defaults or expected cure payments.

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

14 All executory contracts and unexpired leases that are not listed in **Exhibit 2** of the Plan
15 will be rejected under the Plan. Consult your advisor or attorney for more specific information
16 about particular contracts or leases.

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

19 **The Deadline for Filing a Proof of Claim Based on a Claim Arising from the
20 Rejection of a Lease or Contract is thirty (30) days after the date of the Order Confirming
21 the Plan.** Any claim based on the rejection of a contract or lease will be barred if the proof of
22 claim is not timely filed, unless the Court orders otherwise.

23 **Tax Consequences of Plan**

24 **Creditors Concerned with How the Plan May Affect Their Tax Liability Should
Consult with their own Accountants, Attorneys, and/or Advisors.**

The Debtor does not anticipate any adverse tax consequences to her estate from the Plan.
To the extent the Debtor receives any debt forgiveness income related to this Chapter 11 case,
such income would not be taxable under Section 108(a)(1) of the Internal Revenue Code, 26
U.S.C. §§ 1, *et seq.*

27 **V. CONFIRMATION REQUIREMENTS AND PROCEDURES**

To be confirmable, the Plan must meet the requirements listed in Section 1129(a) or (b)
of the Bankruptcy Code. These include the requirements that: (i) the Plan must be proposed in
good faith; (ii) at least one impaired class of claims must accept the plan, without counting votes
of insiders; (iii) 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 (iv) the Plan must be

1 feasible. These requirements are not the only requirements listed in Section 1129, and they are
2 not the only requirements for confirmation.

3 **Who May Vote or Object**

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

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

10 In this case, the Debtor believes that class 1 is impaired and that holders of claims in this
11 class are therefore entitled to vote to accept or reject the Plan. As of the date of this Plan, the
12 Debtor does not have any claims in class 1 or class 2.

13 **What Is an Allowed Claim?**

14 Only a creditor with an allowed claim has the right to vote on the Plan. Generally, a claim
15 is allowed if either (A) the Debtor has scheduled the claim on the Debtor's schedules, unless the
16 claim has been scheduled as disputed, contingent, or un-liquidated, or (B) the creditor has filed a
17 proof of claim, unless an objection has been filed to such proof of claim by the Debtor, in which
18 case, such creditor cannot vote unless the Court, after notice and hearing, either overrules the
19 objection or allows the claim for voting purposes pursuant to Rule 3018(a) of the Federal Rules
20 of Bankruptcy Procedure.

21 The deadline for filing a proof of claim in this case is **March 18, 2015**.

22 The deadline for filing objections to Confirmation is September 7, 2016 at 5:00 p.m.

23 **What Is an Impaired Claim?**

24 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 Section 1124 of the
Bankruptcy Code, a class is considered impaired if the Plan alters the legal, equitable, or
contractual rights of the members of that class.

Who is NOT Entitled to Vote?

The holders of the following six types of claims are *not* entitled to vote:

- **Holders of claims that have been disallowed by an order of the Court;**
- **Holders of other claims that are not "allowed claims" (as discussed above), unless they have been "allowed" for voting purposes;**
- **Holders of claims in unimpaired classes;**
- **Holders of claims entitled to priority pursuant to Sections 507(a)(2), or (a)(8) of the Bankruptcy Code;**

- 1 • **Holders of claims in classes that do not receive or retain any value under the**
- 2 • **plan; and**
- 3 • **Administrative expenses.**

4 Even if you are not entitled to vote on the Plan, you have a right to object to the
5 confirmation of the Plan and to the adequacy of the Disclosure Statement.

6 **Who Can Vote In More Than One Class**

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

10 **Votes Necessary to Confirm the Plan**

11 If impaired classes exist, the Court cannot confirm the Plan unless (A) at least one
12 impaired class of creditors has accepted the Plan without counting the votes of any insiders
13 within that class, or (B) all impaired classes have voted to accept the Plan, unless the Plan is
14 eligible to be confirmed by “cram down” on non-accepting classes, as discussed below.

15 **Votes necessary for a Class to Accept the Plan**

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

20 **Treatment of Non-Accepting Classes**

21 Even if one or more of the impaired classes reject the Plan, the Court may nonetheless
22 confirm the Plan if the non-accepting classes are treated in the manner prescribed by Section
23 1129(b) of the Bankruptcy Code. A plan that binds non-accepting classes is commonly referred
24 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 Section 1129(a)(8) of the Bankruptcy 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 regarding whether a “cram down”
confirmation will affect your claim, as the variations on this general rule are numerous and
complex.**

21 **Liquidation Analysis**

22 To confirm the Plan, the Court must find that all creditors who do not accept the Plan will
23 receive at least as much under the Plan as such claim holders would receive in a Chapter 7
24 liquidation. A liquidation analysis is attached to this Disclosure Statement as **Exhibit D**.

1 **Feasibility**

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

4 **Ability to Initially Fund the Plan**

5 The Debtor believes that he will have either (A) enough cash on hand or (B) sufficient
6 cash flow on the effective date of the Plan to pay all claims and expenses that are entitled to be
7 paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan,
8 and the sources of that cash are attached to this disclosure statement as **Exhibit C**, which
9 represents Debtor's disposable income as determined by 11 U.S.C. §1325(b)(2).

8 **Ability to Make Future Plan Payments and Operate Without Further
9 Reorganization**

10 The Debtor must also show that he will have enough cash over the life of the Plan to
11 make the required Plan Payments.

11 The Debtor's financial projections show that he will have an aggregate annual average
12 cash flow, after paying operating expenses and post-confirmation taxes, as set forth on **Exhibit C**
13 hereto, which represents Debtor's disposable income as determined by 11 U.S.C. §1325(b)(2).

13 **You should consult with your accountant or other financial advisor if you have any
14 questions pertaining to these projections.**

15 **VI. EFFECT OF CONFIRMATION PLAN**

16 **Discharge of the Debtor**

17 Confirmation of this Plan does not discharge any debt provided for in this Plan until the
18 Court grants a discharge. The Debtor will not be discharged from any debt excepted from
19 discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of
20 Bankruptcy Procedure.

19 **Modification of Plan**

20 The Debtor may modify the Plan at any time before confirmation of the Plan. The Court;
21 however, may require a new Disclosure Statement and/or re-voting on the Plan. The Debtor may
22 also seek to modify the Plan at any time after confirmation only if the Court authorizes the
23 proposed modifications after notice and a hearing.

23 Upon request of the Debtor, the Plan may be modified at any time after confirmation of
24 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

1 provided for by the Plan to the extent necessary to take on accounting of any payment of a claim
2 made other than under the Plan.

3 Effective as of the date hereof and subject to the limitations and rights contained in the
4 Plan: (a) the Debtor reserves the right, in accordance with the Bankruptcy Code and the
5 Bankruptcy Rules, to amend or modify the Plan prior to the entry of the confirmation order; and
6 (b) after the entry of the confirmation order, the Debtor or the reorganized Debtor, as applicable,
may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section
1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any
inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent
of the Plan.

7 **Final Decree**

8 Once the estate has been fully administered, as provided in Rule 3022 of the Federal
9 Rules of bankruptcy Procedure, the Debtor, or such other party as the Court shall designate in the
10 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.

11 **VII. OTHER PLAN PROVISIONS**

12 **Vesting of Assets in the Reorganized Debtor**

13 After confirmation of the Plan, all property of the Debtor shall vest in the reorganized
14 Debtor, free and clear of all liens, claims, charges or other encumbrances, except those
15 enumerated in the order approving the Motion to Value and the confirmation order. The
16 reorganized Debtor may operate his rental business and may use, acquire or dispose of property
17 and compromise or settle any claims without supervision or approval by the Bankruptcy Court
and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those
restrictions expressly imposed by the Plan and the confirmation order. Without limiting the
foregoing, the Debtor shall pay the charges that he incurs after confirmation for professionals'
fees, disbursements, expenses or related support services (including reasonable fees relating to
the preparation of professional fee applications) without application to the Bankruptcy Court.

18 **Release of Liens, Claims and Equity Interests**

19 Except as otherwise provided herein or in any contract, instrument, release or other
20 agreement or document entered into or delivered in connection with the Plan, upon confirmation,
21 all liens, claims, mortgages, deeds of trust, or other security interests against the property of the
Debtor's estate shall be fully released and discharged. The security interests of the Debtor's first
lien holders in Class 1; however, shall be unimpaired under the Plan with respect to both the
Debtor and her property.

1 **Effectuating Documents; Further Transactions; Exemption from Certain Transfer**
2 **Taxes**

3 The Debtor may take all actions to execute, deliver, file or record such contracts,
4 instruments, releases and other agreements or documents and take such actions as may be
5 necessary or appropriate to effectuate and implement the provisions of the Plan.

6 Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to
7 the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in
8 the United States, and the confirmation order shall direct the appropriate state or local
9 governmental officials or agents to forgo the collection of any such tax or governmental
10 assessment and to accept for filing and recordation instruments or other documents pursuant to
11 such transfers of property without the payment of any such tax or governmental assessment.

12 **Revocation of Plan**

13 The Debtor reserves the right to revoke or withdraw the Plan prior to the confirmation
14 hearing and to file subsequent Chapter 11 plans. If the Debtor revokes or withdraws the Plan, or
15 if confirmation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any
16 settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts
17 or Unexpired Leases effected by the Plan and any document or agreement executed pursuant
18 hereto shall be deemed null and void except as may be set forth in a separate order entered by the
19 Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any
20 Claims by or against, the Debtors or any other entity; (b) prejudice in any manner the rights of
21 the Debtor or any other entity; or (c) constitute an admission, acknowledgement, offer or
22 undertaking of any sort by the Debtor or any other entity.

23 **Successors and Assigns**

24 The rights, benefits and obligations of any entity named or referred to herein shall be
binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign
of such entity.

Reservation of Rights

 Except as expressly set forth herein, the Plan shall have no force or effect until the Court
enters the confirmation order. Neither the filing of the Plan, any statement or provision contained
in the Disclosure Statement, nor the taking of any action by the Debtor or any other entity with
respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1)
any Debtor with respect to the holders of claims or other entity; or (2) any holder of a Claim or
other entity prior to the effective date of the Plan.

Further Assurances

 The Debtor or the reorganized Debtor, as applicable, all holders of Claims receiving
distributions under the Plan and all other entities shall, from time to time, prepare, execute and
deliver any agreements or documents and take any other actions as may be necessary or
advisable to effectuate the provisions and intent of the Plan or the confirmation order.

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Severability

If, prior to confirmation of the Plan, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted, *provided* that any such alteration or interpretation must be in form and substance reasonably acceptable to the Debtor, and, to the extent such alteration or interpretation affects the rights or treatment of holders of general unsecured claims, such claim holder.

Filing of Additional Documents

On or before the Effective Date, the Debtor may file with the Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

DATED: September 8, 2016

/s/ Rosario Mendoza
Rosario Mendoza
Debtor in Possession

/s/ Gina M. Corena, Esq.
Gina M. Corena, Esq.
Attorney for the Debtor in Possession

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EXHIBIT LIST

- Exhibit A** – Copy of Proposed Plan of Reorganization
- Exhibit B** – List of Properties
- Exhibit C** – Cash Flow Analysis
- Exhibit D** – Liquidation Analysis

EXHIBIT "B"

1 Gina M. Corena, Esq. SBN 10330
 400 S. 4TH Street
 2 Suite 500
 Las Vegas, NV 89101
 3 Telephone: (702) 943-0308 Fax: (888) 897-6507
 Email: gina@lawofficecorena.com
 4 *Attorney for the Debtor in Possession*

5 UNITED STATES BANKRUPTCY COURT
 6 DISTRICT OF NEVADA

In re:

7 ROSARIO MENDOZA,
 8 Debtor in Possession.

Case No.: 14-17697-ABL
 Chapter 11

9 DATE: September 14, 2016
 10 TIME: 1:30 P.M.

AMENDED CHAPTER 11 PLAN OF REORGANIZATION

ARTICLE I - SUMMARY

13 This Amended Plan of Reorganization (the “**Plan**”) under Chapter 11 of the United
 14 States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the “**Bankruptcy Code**”) proposes to pay
 15 creditors of ROSARIO MENDOZA, the above-captioned Debtor in Possession (the “**Debtor**”) from the reorganization of his residential property and secured debt.

16 This Plan provides for 1 class of secured claims and 2 classes of unsecured claims.
 17 This Plan also provides for the payment of administrative and priority claims in full on the effective date of this Plan, or as agreed by the holder of such administrative or priority claim.

18 All creditors should refer to Articles II through IV of this Plan for information
 19 regarding the precise treatment of their claims. A Joint Disclosure Statement (the “Disclosure
 20 Statement”) that provides more detailed information regarding this Plan and the rights of creditors was circulated with this Plan. Your rights may be affected. You should read these papers carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

ARTICLE II - CLASSIFICATION AND TREATMENT OF CLAIMS

22 This Plan constitutes the Chapter 11 plan of reorganization of the Debtor. All Claims
 23 against the Debtor are placed in classes (each a “Class”) as designated by Classes 1 through 3. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtor has not classified
 24 Administrative Claims.

1 The categories of Claims (as defined in the Bankruptcy Code, listed below classify
 2 Claims for all purposes, including, without limitation, voting, confirmation and distribution
 3 pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim to be
 4 classified in a particular Class only to the extent that the Claim qualifies within the description of
 5 that Class and shall be deemed classified in a different Class to the extent that any remainder of
 6 such Claim qualifies within the description of such different Class. A Claim is in a particular
 7 Class only to the extent that any such Claim is allowed in that Class and has not been paid or
 8 otherwise settled prior to the effective date of the Plan as determined in paragraph 7.02 below.

5 **Classification of Claims**

6 2.01 Class 1 – Secured Claim of Nationstar Mortgage, LLC

7 (a) *Classification:* Class 1 consists of the Secured Claim of Nationstar Mortgage,
 8 LLC against the Debtor's property located at 5136 Santo Avenue, Las Vegas,
 9 NV 89108, which is secured by a lien against the Debtor's residential
 10 property, loan number *****8792.

11 (b) *Treatment:* The holder of the allowed Class 1 Secured Claim shall be impaired
 12 and paid in accordance with its election to be treated as fully secured under
 13 Section 1111(b) of the Bankruptcy Code. The Debtor shall make monthly
 14 payments of \$636.10 at 0.00% interest over thirty (30) years until the total
 15 claim of \$228,994.50 is paid in full. Payments shall start on the first day of
 16 the first month following confirmation of Debtor's Plan, and shall be made
 17 directly to Nationstar Mortgage, LLC, P.O. Box 619094, Dallas, TX 75261-
 18 9741 with reference to the last four digits of the Loan Number *****8792, or
 19 as otherwise directed. Any prepetition default is hereby cured under the
 20 treatment in the Plan. In addition to the monthly principal payment above,
 21 Secured Creditor shall continue to impound the loan for property taxes and
 22 insurance on the Property. The current monthly escrow payment for property
 23 taxes and insurance is \$85.74 and is subject to change as escrow needs are
 24 reanalyzed over the remaining life of the loan. Debtor shall tender the
 necessary escrow payments together with the regular monthly mortgage
 payments described above. In the event of a default post-confirmation, the
 secured creditor shall first comply with all default procedures set forth in the
 the contract between the parties, and then, if necessary or applicable, state
 law. All remaining terms of the Note and Deed of Trust shall govern the
 treatment of Secured Creditor's secured claim.

(c) *Voting:* Class 1 is an impaired class, and the holder of the Class 1 claim is
 entitled to vote to accept or reject the Plan.

22 2.02 Class 2 – Priority Claims

23 (a) *Classification:* As of the date of this Plan, the Debtor does not have any
 24 priority unsecured claims.

1 2.03 Class 3 - General Unsecured Claims

2 (a) *Classification:* As of the date of this Plan, the Debtor does not have any
3 general unsecured claims.

4 ARTICLE III - TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS. U.S. TRUSTEES
FEES AND PRIORITY TAX CLAIMS

5 3.01 Unclassified Claims. In accordance with section 1123(a)(1) of the Bankruptcy Code,
6 administrative expense claims, and priority tax claims are not in classes.

7 3.02 Administrative Expense Claims. Each holder of an administrative expense claim
8 allowed under Section 503 of the Bankruptcy Code will be paid in full on the effective date of
this Plan, in cash, through the Debtor's monthly plan payments, or upon such other terms as may
be agreed upon by the holder of the claim and the Debtor.

9 3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid in full on the
10 effective date of this Plan.

11 3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. § 1930 will
12 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.

13 ARTICLE IV - PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED
14 LEASES

15 4.01 Assumed Executory Contracts and Unexpired Leases.

16 (a) The Debtor shall assume, on the effective date of this Plan, the executory contracts and
17 unexpired leases listed on **Exhibit 1** attached hereto. Listed on **Exhibit 1** is also the Debtor's
18 estimated cure amount, if any, necessary to assume such contract in accordance with Section 365
of the Bankruptcy Code. **As of the date of this Plan, the Debtor has no defaults or expected
cure payments.**

19 (b) With respect to any property relating to any and all executory contracts and/or unexpired
20 leases assumed hereunder, the Debtor expressly reserves the right to sell such property in
accordance with Section 363 of the Bankruptcy Code or to abandon and/or execute a deed in lieu
of foreclosure for such property in accordance with Section 554 of the Bankruptcy Code.

21 (c) The Debtor will be conclusively deemed to have rejected all executory contracts and/or
22 unexpired leases not expressly assumed under section 4.01(a) above. A proof of a claim arising
from the rejection of an executory contract or unexpired lease under this section must be filed no
23 later than thirty (30) days after the date of the order confirming this Plan.

24 (d) The confirmation order shall constitute an order of the Bankruptcy Court approving such
assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the effective date

1 of this Plan. The Debtor reserves the right to amend **Exhibit 1** at any time before the effective
2 date.

3 (e) Any objection by a party to an executory contract or unexpired lease to the Debtor's proposed
4 assumption or any related cure amount set forth on **Exhibit 1** must be filed, served and actually
5 received by the Debtor at least five (5) days prior to the confirmation hearing of this Plan. Any
6 party to an executory contract or unexpired lease that fails to object timely to the proposed cure
7 amount will be deemed to have consented to such assignment of its executory contract or
8 unexpired lease. The confirmation order shall constitute an order of the Bankruptcy Court
9 approving any proposed assignments of executory contracts or unexpired leases pursuant to
10 sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

11 (f) In the event of a dispute regarding (i) the amount of any cure payment, (ii) the ability of the
12 Debtor to provide "adequate assurance of future performance" (within the meaning of section
13 365 of the Bankruptcy Code) under the executory contract or unexpired lease to be assigned or
14 (iii) any other matter pertaining to assignment, the applicable cure payments required by section
15 365(b)(1) of the Bankruptcy Code shall be made following the entry of a final order or orders
16 resolving the dispute and approving the assumption. If an objection to a cure amount is sustained
17 by the Bankruptcy Court, the Debtor at his sole option, may elect to reject such executory
18 contract or unexpired lease in lieu of assuming it.

19 ARTICLE V - MEANS FOR IMPLEMENTATION OF THE PLAN

20 5.01 Source of Payments. The Debtor's Payments and distributions under the Plan will be
21 funded by the Debtor, based upon his (a) projected monthly rental income and (b) personal
22 income. The Cash Flow Analysis, attached to the Disclosure Statement as **Exhibit C**, outlines
23 the Debtor's sources and uses of income. Since the Debtor has no unsecured claims, there will be
24 no plan payments or distributions to unsecured creditors.

5.02 Method of Plan Payments. Since the Debtor has no unsecured claims, there will be no
plan payments.

5.03 Post-confirmation Management. The Debtor will manage his property post-petition in
the ordinary course. He will be authorized to enter into, terminate and renew lease agreements as
he sees fit. Such activities will include retaining management companies to aid in the renting of
his property, drafting and serving eviction notices, negotiating loan modifications or refinancing
his property, repairing the property and maintaining a reserve account of up to one month's
mortgage payments, or \$10,000.00, whichever is greater.

ARTICLE VI - RETENTION OF JURISDICTION

6.01 Retention of Jurisdiction. Except to the extent otherwise expressly set forth herein, the
Bankruptcy Court shall retain jurisdiction of the Chapter 11 Case following the Confirmation
Date for the following purposes, it being expressly intended that such retention of jurisdiction
shall in all cases hereafter set forth, extend to any actions or proceedings commenced prior or

1 subsequent to the Confirmation Date and/or the Effective Date whether by the Debtor, the
2 Proponents, the Reorganized Debtor or the parties specified herein:

3 (a) To hear and determine any objections to the allowance of Claims, including any
4 objections by Reorganized Debtor with respect to any Claims which have been reinstated or
5 assumed in accordance with the terms of this Plan;

6 (b) To determine any and all applications for compensation for any Professionals and
7 similar fees to the extent made specifically subject to a hearing under this Plan and applicable
8 provisions of the Bankruptcy Code;

9 (c) To determine any and all applications for the rejection or assumption and assignment
10 of executory contracts or for the rejection or assumption and assignment, as the case may be, of
11 unexpired leases to which the Debtor is a party or with respect to which it may be liable, and to
12 hear and determine, and if need be to liquidate, any and all Claims arising therefrom;

13 (d) To modify this Plan pursuant to Bankruptcy Code section 1127 or to remedy any
14 defect or omission or reconcile any inconsistency in the Confirmation Order to the extent
15 authorized by the Bankruptcy Code;

16 (e) To hear and determine all controversies, suits and disputes, if any, as may arise in
17 connection with the interpretation or enforcement of this Plan;

18 (f) To hear and determine all controversies, suits and disputes, if any, as may arise with
19 regard to orders of this Bankruptcy Court entered in the Chapter 11 Case;

20 (g) To adjudicate all controversies concerning the classification of any Claim;

21 (h) To liquidate damages in connection with any disputed, contingent or unliquidated
22 Claim;

23 (i) To adjudicate all Claims to a security or ownership interest in any of the Assets, or in
24 any proceeds thereof,

(j) To adjudicate all Claims or controversies arising out of any purchases, sales or
contracts made or undertaken by the Debtor;

(k) To determine all questions and disputes regarding recovery of and entitlement to any
property of the Debtor, or in any proceeds thereof;

(l) To adjudicate all Causes of Action with respect to which the Debtor and/or the
Reorganized Debtor are a party, whether or not such Claim or controversy is raised or filed
before or after the Effective Date;

(m) To determine issues and disputes concerning entitlement to Distributions to be made
under and pursuant to this Plan;

(n) To enter any order, including injunctions, necessary to enforce the title, rights and
powers of the Debtor and/or the Reorganized Debtor, or the rights of any Person or Entity
hereunder and to impose such limitations, restrictions, terms and conditions on such title, rights
and powers as the Bankruptcy Court may deem necessary or appropriate;

(o) To determine such other matters as may be provided for in the Confirmation Order
and this Plan, or as may from time to time be authorized under the provisions of the Bankruptcy
Code or any other applicable law;

(p) To enter a Final Decree closing the Chapter 11 Case;

(q) To enforce the provisions of any Administrative Claim Bar Date entered by the
Bankruptcy Court;

(r) To make such orders as are necessary or appropriate to carry out the provisions of this
Plan, including but not limited to orders interpreting, clarifying or enforcing the provisions
thereof;

1 (s) To determine issues and disputes with respect to the Secured Loan Documents arising
after the Effective Date; and

2 (t) Without limiting the generality of any of the foregoing, to hear and determine matters
concerning state, local, and federal taxes in accordance with Bankruptcy Code sections 345, 505,
3 and 1146.

4 6.02. Jurisdiction Unaffected. The occurrence of the Effective Date and/or the entry of a
Final Decree shall not divest the Bankruptcy Court of any jurisdiction otherwise retained under
5 this Article 12 or the Confirmation Order.

6 6.03. Failure of Bankruptcy Court to Exercise Jurisdiction. If the Bankruptcy Court abstains
from exercising or declines to exercise jurisdiction, or is otherwise without jurisdiction over any
7 matter arising under, arising in or related to the Bankruptcy Case, including any of the matters
set forth in the Plan, the Plan shall not prohibit or limit the exercise of jurisdiction by any other
8 court of competent jurisdiction with respect to such matter.

9 ARTICLE VII - GENERAL PROVISIONS

10 7.01 Definitions and Rules of Construction. The definitions and rules of construction set
forth in Sections 101 and 102 of the Bankruptcy Code shall apply when terms defined or
11 construed in the Bankruptcy Code are used in this Plan.

12 7.02 Effective Date of Plan. The effective date of this Plan is the fifteenth business day
following the date of the entry of the confirmation order. But if a stay of the confirmation order
13 is in effect on that date, the effective date will be the first business day after that date on which
no stay of the confirmation order is in effect, provided that the confirmation order has not been
14 vacated.

15 7.03 Modification of Plan. The Debtor may modify the Plan at any time before
confirmation of the Plan. The Court, however, may require a new Disclosure Statement and/or
16 re-voting on the Plan. The Debtor may also seek to modify the Plan at any time after
confirmation only if the Court authorizes the proposed modifications after notice and a hearing.
17 Upon request of the Debtor, 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
18 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
19 by the Plan to the extent necessary to take on accounting of any payment of a claim made other
than under the Plan. Effective as of the date hereof and subject to the limitations and rights
20 contained in the Plan: (a) the Debtor reserves the right, in accordance with the Bankruptcy Code
and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the confirmation
21 order; and (b) after the entry of the confirmation order, the Debtor may, upon order of the
Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the
22 Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in
such manner as may be necessary to carry out the purpose and intent of the Plan; provided,
23 however, that any modification to the Plan shall not affect the rights or treatment of holders of
unsecured claims.

24

1 7.04 Final Decree. Once the estate has been fully administered, as provided in Rule 3022 of
2 the Federal Rules of bankruptcy Procedure, the Debtor, or such other party as the Court shall
3 designate in the Plan confirmation order, may file a motion with the Court to obtain a final
4 decree to close the case. Alternatively, the Debtor may move for the entry of a final decree to
5 close the case upon the Plan's substantial consummation or the Court may enter such a final
6 decree on its own motion.

7 7.05 Vesting of Assets in the Reorganized Debtor. After confirmation of the Plan, all
8 property of the Debtor shall vest in the reorganized Debtor, free and clear of all liens, claims,
9 charges or other encumbrances, except those enumerated in the order approving the Motions to
10 Value and the confirmation order. The reorganized Debtor may operate his rental business and
11 may use, acquire or dispose of property and compromise or settle any claims without supervision
12 or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or
13 Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the
14 confirmation order. Without limiting the foregoing, the Debtor shall pay the charges that he
15 incurs after confirmation for professionals' fees, disbursements, expenses or related support
16 services (including reasonable fees relating to the preparation of professional fee applications)
17 without application to the Bankruptcy Court.

18 7.06 Release of Liens, Claims and Equity Interests. Except as otherwise provided herein or
19 in the following sentence, or in any contract, instrument, release or other agreement or document
20 entered into or delivered in connection with the Plan, upon confirmation, all liens, claims,
21 mortgages, deeds of trust, or other security interests against the property of the Debtor's estates
22 shall be fully released and discharged, including all in personam claims against the Debtor. The
23 existing liens and lien rights of those lenders holding claims in Class 1 are expressly preserved
24 under the Plan, and their existing liens shall ride through and remain attached to any and all
underlying collateral in any transfer of property expressly set forth in, or contemplated by, the
Plan. To the extent any provision in this Plan or the Confirmation Order can be read to contradict
the express preservation of lien rights in this provision, this provision controls.

7.07 Effectuating Documents; Further Transactions. The Debtor may take all actions to
execute, deliver, file or record such contracts, instruments, releases and other agreements or
documents and take such actions as may be necessary or appropriate to effectuate and implement
the provisions of the Plan

7.08 Exemption from Certain Transfer Taxes. Pursuant to section 1146(a) of the
Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any stamp
tax or other similar tax or governmental assessment in the United States, and the confirmation
order shall direct the appropriate state or local governmental officials or agents to forgo the
collection of any such tax or governmental assessment and to accept for filing and recordation
instruments or other documents pursuant to such transfers of property without the payment of
any such tax or governmental assessment.

7.09 Revocation of Plan. The Debtor reserves the right to revoke or withdraw the Plan prior
to the confirmation hearing and to file subsequent Chapter 11 plans. If the Debtor revokes or
withdraws the Plan, or if confirmation does not occur, then: (1) the Plan shall be null and void in
all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of
Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement

1 executed pursuant hereto shall be deemed null and void except as may be set forth in a separate
2 order entered by the Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or
3 release of any Claims by or against, the Debtor or any other entity; (b) prejudice in any manner
4 the rights of the Debtor or any other entity; or (c) constitute an admission, acknowledgement,
5 offer or undertaking of any sort by the Debtor or any other entity.

4 7.10 Successors and Assigns. The rights, benefits and obligations of any entity named or
5 referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor,
6 administrator, successor or assign of such entity.

6 7.11 Reservation of Rights. Except as expressly set forth herein, the Plan shall have no
7 force or effect until the Court enters the confirmation order. Neither the filing of the Plan, any
8 statement or provision contained in the Disclosure Statement, nor the taking of any action by a
9 Debtor or any other entity with respect to the Plan shall be or shall be deemed to be an admission
10 or waiver of any rights of: (1) any Debtor with respect to the holders of claims or other entity; or
11 (2) any holder of a Claim or other entity prior to the effective date of the Plan.

9 7.12 Further Assurances. The Debtor or the reorganized Debtor, as applicable, all holders of
10 Claims receiving distributions under the Plan and all other entities shall, from time to time,
11 prepare, execute and deliver any agreements or documents and take any other actions as may be
12 necessary or advisable to effectuate the provisions and intent of the Plan or the confirmation
13 order.

12 7.13 Severability. If, prior to confirmation of the Plan, any term or provision of the Plan is
13 held by the Court to be invalid, void or unenforceable, the Court shall have the power to alter and
14 interpret such term or provision to make it valid or enforceable to the maximum extent
15 practicable, consistent with the original purpose of the term or provision held to be invalid, void
16 or unenforceable, and such term or provision then will be applicable as altered or interpreted,
17 provided that any such alteration or interpretation must be in form and substance reasonably
18 acceptable to the Debtor, and, to the extent such alteration or interpretation affects the rights or
19 treatment of holders of unsecured claims, such claim holder.

17 7.14 Return of Security Deposits. Unless the Debtor agrees otherwise in a written
18 agreement or stipulation approved by the Court, all security deposits provided by the Debtor to
19 any person or entity at any time after the petition date shall be returned to the Debtor within
20 twenty (20) days after the date of confirmation, without deduction or offset of any kind. As of
21 the date of this Plan, the Debtor has no security deposits.

20 7.15 Filing of Additional Documents. On or before the Effective Date, the Debtor may file
21 with the Court all agreements and other documents that may be necessary or appropriate to
22 effectuate and further evidence the terms and conditions hereof.

22 7.16 Captions. The headings contained in this Plan are for convenience of reference only
23 and do not affect the meaning or interpretation of this Plan.

23 7.17 Default. Upon the Effective Date of the Plan, in the event the Debtor fails to timely
24 perform any of the obligations set forth in the Plan, the applicable creditor or party-in-interest
shall notify the Debtor and the Debtor's counsel of the default in writing in accordance with the

1 notice provisions herein, after which the Debtor shall have: (i) thirty (30) calendar days from the
2 date of the written notification to cure the default; or (ii) if the cure requires more than thirty (30)
3 days, so long as the Debtor initiates steps to cure the default within thirty (30) days and thereafter
4 continue and complete all reasonable and necessary steps sufficient to produce compliance as
5 soon as reasonably practical. If the Debtor fails to timely cure the default as provided above, the
6 applicable creditor shall be free to pursue any and all rights it may have under the contract(s)
7 between the parties and/or applicable state law, without further court order or proceeding being
8 necessary.

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ARTICLE VIII -DISCHARGE

8.01 Discharge. Confirmation of this Plan does not discharge any debt provided for in this
Plan until the court grants a discharge on completion of all payments to unsecured creditors
under this Plan, which is 5 years or 20 quarterly payments, and as provided in § 1141(d)(5) of the
Code. The 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.

Dated: September 8, 2016

Respectfully submitted,

/s/ Rosario Mendoza

Rosario Mendoza

Debtor in Possession

/s/ Gina M. Corena, Esq.

Gina M. Corena, Esq.

Attorney for the Debtor in Possession

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EXHIBIT 1

The Debtor's Leases and Executory Contracts to be assumed pursuant to the Plan

The lease with Maria Luisa Mendoza for the Debtor's residential property located at **5136 Santo Avenue, Las Vegas, NV 89108**

The Debtor has no defaults or expected cure payments relating to any Leases or Executory Contracts to be assumed pursuant to the Plan.

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EXHIBIT B

Residential Property Owned by the Debtor in Possession:

5136 Santo Avenue, Las Vegas, NV 89108

Value \$84,000.00

TOTAL: \$84,000.00

EXHIBIT C

CASH FLOW ANALYSIS

<u>INCOME AND EXPENSES:</u>	<u>CURRENT</u>
<u>Monthly Income:</u>	
Current Gross Rental Income:	\$ 1,000.00
Average Personal Net Monthly Income:	<u>\$ 561.00</u>
<u>Total Current Income:</u>	<u>\$ 1,561.00</u>
<u>Monthly Expenses:</u>	
Average Investment Property Expenses:	\$ 771.84
Average Personal Expenses:	<u>\$ 743.88</u>
<u>Total Average Expenses:</u>	<u>\$ 1,515.72</u>
<u>Monthly Disposable Income:</u>	<u>\$ 45.28</u>
<u>Quarterly Disposable Income Available for Distribution for Plan Term:</u>	<u>\$ 135.84</u>

Average Personal Expenses:

1	Rental Expenses for Residence	\$ 200.00
2	Primary Utilities	
	a. Electricity	\$ -
	b. Water/Sewer/Trash	\$ -
	c. Telephone/Cell Phone/Cable/Internet	\$ -
	d. Other - Gas/Propane	\$ -
3	Home Maintenance	\$ -
4	Food/Housekeeping Supplies	\$ 225.00
5	Clothing/Laundry/Dry Cleaning	\$ 25.00
6	Medical and Dental Expenses	\$ 95.88
7	Transportation (not including car pmts)	\$ 50.00
8	Recreation	\$ 15.00
9	Charitable Contributions	\$ -
10	Life/Health Insurance	
	a. Renters Insurance	\$ -
	b. Life	\$ -
	c. Health	\$ -
	d. Auto	\$ -

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	e. Other	\$	-
11	Priority Taxes		
	a. Taxes - State	\$	-
	b. Taxes - IRS	\$	-
12	Installment Payments		
	a.		
	b.		
	c.		
13	Alimony, maintenance, support	\$	-
14	Support of additional dependents	\$	-
15	Regular Expenses from business	\$	-
16	Other U.S. Trustee Fee	\$	108.00
	Other Personal Care Products/Services	\$	25.00
	<u>Total Personal Expenses:</u>	<u>\$</u>	<u>743.88</u>

1 **EXHIBIT D**

2 **LIQUIDATION ANALYSISⁱ**

3 **A. OVERVIEW**

4 A chapter 11 plan cannot be confirmed unless the bankruptcy Court determines that the plan
5 is in the “best interests” of all holders of claims and interests that are impaired by the plan and that
6 have not accepted the plan. The “best interests” test requires a bankruptcy court to find either that (i)
7 all members of an impaired class of claims or interests have accepted the plan or (ii) the plan will
8 provide a member who has not accepted the plan with a recovery of property of a value, as of the
9 effective date of the plan, that is not less than the amount that such holder would recover if the debtor
10 were liquidated under chapter 7 of the Bankruptcy Code. The property in question here would have a
11 liquidated value equal to its appraised value, less foreclosure costs and fees.

12 **B. UNDERLYING ASSUMPTIONS AND DISCLAIMER**

13 This liquidation analysis (the “Liquidation Analysis”) was prepared in connection with the
14 filing of the Debtor’s Disclosure Statement and Plan.

15 The Debtor has prepared this Liquidation Analysis based on a hypothetical liquidation under
16 Chapter 7 of the Bankruptcy Code. The determination of the costs of, and proceeds from, the
17 hypothetical liquidation of the Debtor’s assets in a chapter 7 case is an uncertain process involving
18 the extensive use of estimates and assumptions that, although considered reasonable by the Debtor,
19 are inherently subject to significant business, economic and competitive uncertainties and
20 contingencies beyond the control of the Debtor and his legal advisors. Inevitably, some assumptions
21 in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and
22 unanticipated events and circumstances could affect the ultimate results in an actual chapter 7
23 liquidation.

24 It is assumed, among other things, that the hypothetical liquidation under chapter 7 would
commence under the direction of a Court-appointed trustee and would continue for a period of time,
during which time all of the Debtors’ major assets would be sold or surrendered to his respective lien
holders, and the cash proceeds, if any, net of liquidation related costs, would then be distributed to
creditors in accordance with relevant law.

THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR
ANY OTHER PURPOSE. THE LIQUIDATION ANALYSIS DOES NOT PURPORT TO BE A
VALUATION OF THE DEBTOR’S ASSETS AS A GOING CONCERN, AND THERE MAY BE
A SIGNIFICANT DIFFERENCE BETWEEN THE LIQUIDATION ANALYSIS AND THE
VALUES THAT MAY BE REALIZED IN AN ACTUAL LIQUIDATION.

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Liquidation Analysis	Total Amount	Real Property	Personal
Total Property Value	85,350.00	84,000.00	1,350.00
Less:			
Schedule D. Secured Claims	84,000.00	84,000.00	0.00
Schedule C. Exemptions	1,350.00	0.00	1,350.00
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Interest in Nonexempt Property	0.00	0.00	0.00
Less:			
Estimated Chapter 7 Admin Expenses	0.00		
Schedule E. Priority Claims	0.00		

Available to General Unsecured	0.00		
Total General Unsecured	136,089.99		
Percent Distribution	0.00%		
Details:			
Unsecured from Schedule D	136,089.99	136,089.99	0.00
Unsecured from Schedule E	0.00		
Unsecured from Schedule F	0.00		

ⁱ All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Disclosure Statement. To the extent that a definition of a term in the text of this Exhibit D to the Disclosure Statement and the definition of such term in the Disclosure Statement is inconsistent, the definition included in the Disclosure Statement shall control.