

B25A (Official Form 25A) (12/11)

**United States Bankruptcy Court
District of Nevada**

In re FLEMMING'S GRILL, INC.

Debtor(s)

Case No. 17-10358Chapter 11

Small Business Case under Chapter 11

FLEMMING'S GRILL, INC.'S PLAN OF REORGANIZATION #2

**ARTICLE I
SUMMARY**

This Plan of Reorganization #2 (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of **FLEMMING'S GRILL, INC.** (the "Debtor") from the continuing operations of the business.

This Plan provides for 1 class of secured claims; 3 classes of unsecured claims; and 1 class of equity security holders. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately 33 cents on the dollar as an average among the two applicable classes of general unsecured creditors. This Plan also provides for the payment of administrative and priority claims for Debtor's attorney fees with balance to paid in full upon the first day of the Effective Date of th Plan pursuant to § 507(a)(8).

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

**ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS**

Priority Tax claims: Priority tax claims are unsecured income, employment and other taxes described by § 507(a)(8) of the Code. Debtor's plan lists treatment for the tax claims of

- a. The Priority claim for WT- FICA, CORP-INC and FUTA to the Internal Revenue Service
- b. The Priority claim of California Franchise Tax Board.

Classification of claims:

- 2.01 Class 1. The claim of JP Morgan Chase Bank, N.A. for 6494 Boulder Ranch Ave., Henderson, NV 89011 to the extent allowed as a secured claim under § 506 of the Code.
- 2.02 Class 2. The claim of Wells Fargo Bank, N.A., to the extend allowed under § 502 of the Code
- 2.03 Class 3. The claims of Former Employee Wages & Hours, to the extent allowed under § 502 of the Code
- 2.04 Class 4. The claims of Critical Vendors to the extent allowed under § 502 of the Code.
- 2.05 Class 5. Equity interests of the Debtor.

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

3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims 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 (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

3.03 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.

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses Arising in the Ordinary Course of Business After the Petition Date	\$0	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.	\$15,000	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	Paid in full on the effective date of the Plan
Other administrative expenses	\$0	Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	\$0	Paid in full on the effective date of the Plan
TOTAL	\$15,000	

3.04 Priority Tax Claims. Each holder of a priority tax claim will be paid as described in the table below.

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
Unsecured Priority Tax Claim to Internal Revenue Service WT-FICA, CORP-INC, FUTA	\$874.79	2017	Paid in full on the effective date of the Plan
California Franchise Tax Board	\$0.00	2017	The full priority portion of \$800.00 listed in Proof of Claim 3 has been paid in full. No payments are required through Debtor's Plan.

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
<p>Class 1 - Secured Claim Claimant: JP Morgan Chase Bank, N.A.</p> <p>Collateral Description: 6494 Boulder Ranch Ave Henderson, NV 89011</p> <p>Allowed Secured Amount: approx. \$615,000</p> <p>Amount Paid Through Plan: N/A</p>	Unimpaired	Debtor is the co-obligor of claim. This claim is unimpaired and shall be governed by the terms of the original agreement to be paid by the primary.
<p>Class 2 - Unsecured Claim Claimant: Wells Fargo Bank, N.A.</p> <p>Total Claim: \$169,525.10</p> <p>Amount Paid Through Plan: N/A</p>	Unimpaired	Debtor is the co-obligor of claim. This claim is unimpaired and shall be governed by the terms of the original agreement to be paid by the primary.
<p>Class 3 - Unsecured Claim of Former Employee Wages & Hours</p> <p>Consisting of Claims held by:</p> <p>Juan Barajas- Total claim: \$90,091.00 Amount paid through plan: \$11,774.89</p> <p>Robinson Rodriguez- Total claim: \$84,591.00 Amount paid through plan: \$11,056.04</p> <p>Hugo Gonzalez- Total claim: \$54,891.00 Amount paid through plan: \$7,174.25</p> <p>Combined Class Claim of : \$30,005.18</p>	Impaired	Claims in this class shall receive a distribution of 13% of the total claim of each member on a pro rata basis with monthly payments of \$500.09 to begin on the effective date of the plan at no interest and continue for 60 months or until the combined class claim amount of \$30,005.18 is paid in full, whichever comes first.

B25A (Official Form 25A) (12/11) - Cont.

4

<p>Class 4 - General Unsecured Claim of Critical Vendors</p> <p>Consisting of Claims held by:</p> <p>Le Palmier Inc/ Classic Meat.- Total claim: \$52,301.61 Amount paid through plan: \$49,425.02</p> <p>Southern Glazier and Spirits - Total claim: \$14,703.50 Amount paid through plan: \$13,894.81</p> <p>Spectrum Produce - Total claim: \$7,309.35 Amount paid through plan: \$6,907.34</p> <p>Combined Class Claim Paid Through Plan: \$70,227.17</p>	<p>Impaired</p>	<p>Claims in this class shall receive a distribution of 95% of the total claim of each member on a pro rata basis with monthly payments of \$1,171.29 to begin on the effective date of the plan at no interest and continue for 60 months or until the combined class amount of \$70,227.17 is paid in full, whichever comes first.</p>
<p>Class 5 - Equity Security Holders of the Debtor</p>	<p>Unimpaired</p>	<p>Will maintain equity interest and will pay new value to the estate by personally funding payments to professionals.</p>

ARTICLE V
ALLOWANCE AND DISALLOWANCE OF CLAIMS

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

5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed.

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

ARTICLE VI
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.01 Assumed Executory Contracts and Unexpired Leases.

B25A (Official Form 25A) (12/11) - Cont.

5

(a) Per court order (Docket #59), as of 07/07/2017 Debtor assumes the following executory contracts and/or unexpired leases:

Name of Other Parties to Lease or Contract	Description of Contract or Lease
Walton Simi Investors VI, LLC	Tenant with Simi Valley Mall, LLC, located in California, to lease a 7,055 square foot premises. The term of the lease was originally 10 years ending December 2019.

(b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the effective date of this Plan. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than thirty (30) days after the date of the order confirming this Plan.

ARTICLE VII
MEANS FOR IMPLEMENTATION OF THE PLAN

The officers, directors, managers or other persons in control of the Debtor (collectively the "Managers") are Flemming Larsen (President and Director) and April Larsen (Corporate Secretary). The Plan will be funded by continuing operations of the business.

ARTICLE VIII
GENERAL PROVISIONS

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

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

8.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

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

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

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

8.07 Corporate Governance. As required by § 1123(a)(6) of the Code, in consideration for the classification, distributions, releases and other benefits provided under the Plan, and as a result of negotiations among the Debtor and other parties in interest, upon the effective date, the provisions of the Plan shall constitute an enforceable court order.

ARTICLE IX
DISCHARGE

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

Respectfully submitted,

By:

DocuSigned by:
Flemming Larsen

Flemming Larsen
The Plan Proponent

By:

/s/ Seth D Ballstaedt

Seth D Ballstaedt 11516
Attorney for the Plan Proponent