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7 **UNITED STATES BANKRUPTCY COURT**
8 **FOR THE DISTRICT OF NEVADA**

9 In re:

10 BITE THE BULLET LLC.;
11
12 Debtor.

Case No. 18-12813-leb
Chapter 11

**AMENDED CHAPTER 11 PLAN
OF REORGANIZATION**

Plan No: 2

14
15 **I. INTRODUCTION**

16 This plan of reorganization (“Plan”) under Chapter 11 of the United States Bankruptcy
17 Code, 11 U.S.C. §§ 101, *et seq.* (“Bankruptcy Code”) proposes a specific plan to pay creditors
18 of BITE THE BULLET LLC., the debtor and debtor-in-possession in this case (“Debtor”).

19 This provides for a total of three classes of claims and interests, organized as follows:

- 20 • Class 1 is secured;
- 21 • Class 2 is general unsecured; and
- 22 • Class 3 is equity interests.

23 This Plan also provides for the payment of administrative and priority unsecured tax
24 claims, as described more fully below.

25 All creditors should read this Plan for information regarding the precise treatment of
26 their claims. A disclosure statement (“Disclosure Statement”) that provides more detailed
27 information regarding this Plan and the rights of creditors was circulated with this Plan.
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1 You should read these papers carefully and discuss them with your attorney. If you do
2 not have an attorney, you may wish to consult one.

3 Unless otherwise set by Bankruptcy Court order, the effective date of this Plan
4 (“Effective Date”) is set for fifteen (15) judicial days after an order confirming this plan
5 (“Confirmation Order”) is docketed.

6 **II. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

7 **A. General Overview**

8 This Plan constitutes the chapter 11 plan of reorganization of the Debtor. As required
9 by the Bankruptcy Code, the Plan classifies claims and interests in various classes according
10 to their right to priority of payments as provided in the Bankruptcy Code. Except for the
11 certain unclassified claims as discussed below, all other creditor claims against the Debtor
12 have been placed in classes. This Plan states whether each class of claims or interests is
13 impaired or unimpaired, and provides the treatment each class will receive under this Plan.

14 **B. Unclassified Claims**

15 Certain types of claims are not placed into voting classes; instead they are unclassified
16 because they are automatically entitled to specific treatment under the Bankruptcy Code. As
17 such, they are not considered impaired, and holders of such claims do not vote on the Plan.
18 They may, however, object if, in such claim holder's view, the treatment under the Plan does
19 not comply with that required by the Bankruptcy Code.

20 Pursuant to Section 1123(a)(1) of the Bankruptcy Code, unclassified claim categories
21 are: claims of the kind specified in Sections 507(a)(2), 507(a)(3), and 507(a)(8) of the
22 Bankruptcy Code. Accordingly, the Plan does not place the following two claim categories in
23 any class:

24 **1. Allowed Administrative Claims**

25 Administrative expenses are costs or expenses of administering the Debtor's chapter
26 11 bankruptcy case which are allowed under Section 503(b) of the Bankruptcy Code.
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Pursuant to Section 1129(a)(9)(A) of the Bankruptcy Code, all administrative expenses shall be paid in full on the effective date of the plan, unless a particular claimant agrees to a different treatment.

The following chart lists all of the Debtor's anticipated administrative claims as of the Effective Date, and their treatment:

UNCLASSIFIED ADMINISTRATIVE EXPENSE CLAIMS

<u>Name</u>	<u>Estimated Amount Owed at Plan Confirmation</u>	<u>Treatment</u>
Atkinson Law Associates Ltd. (professional fees for Debtor's counsel – final fee application)	\$30,000 ±	Paid in full on the later of: (i) the Effective Date; (ii) upon Court approval of the allowed claim; or (iii) a later date if the claimant agrees to such different treatment.
TOTAL	\$30,000 ±	

To be paid, the all employed professional(s) must file a fee application and the Court must rule on the application. Only the amount of professional fees and expenses allowed by the Court will be owed and required to be paid under this Plan. The fees will be paid from the operating funds of the reorganized Debtor free of any security interest.

All allowed administrative expenses shall require the timely filing of a request for payment of an administrative expense (pursuant to 11 U.S.C. § 503(a) and after notice and a hearing thereon (pursuant to 11 U.S.C. § 503(b)). THE BAR DATE FOR ALL PERSONS AND ENTITIES TO FILE A REQUEST FO PAYMENT OF AN ADMINISTRATIVE EXPENSE SHALL BE 30 DAYS AFTER THE EFFECTIVE DATE. Notwithstanding anything to the contrary herein: (i) any administrative expense claimant who files a request for payment of an administrative expense before the bar date shall be deemed to agree to be paid immediately after the Court's approval of their allowed fees and expenses (or over time as agreed between the parties), as opposed to being paid at plan confirmation; and (ii) all allowed administrative expenses subsequently approved by the Bankruptcy Court (including for persons and entities not identified in the table above) shall be a payment liability imposed on Debtor by this Plan.

2. Fees and Charges Assessed against the Estate Pursuant to chapter 123 of title 28 of the United States Code

Under this Plan, past due fees imposed under 28 U.S.C. § 1930(a)(6) (and any other amounts that may be due under chapter 123 of title 28 of the United States Code), if any, shall be paid in full before or on the Effective Date of the Plan. After the Effective Date of the Plan, Debtor shall timely file quarterly reports in the form prescribed by the United States Trustee; such reports shall be filed within 20 days following the end of each calendar quarter (including any fraction thereof) until the case has been converted, dismissed or closed by entry of a final decree. Debtor shall pay in full when due the fees imposed under 28 U.S.C. § 1930(a)(6) for each quarter (including any fraction thereof) until this chapter 11 case is converted, dismissed, or closed by entry of a final decree.

3. Allowed Priority Unsecured Tax Claims

Priority unsecured tax claims include certain income, employment, property, and other taxes described by Section 507(a)(8) of the Bankruptcy Code. Section 1129(a)(9)(C) of the Bankruptcy Code requires that each holder of such a priority tax claim receive the value of such claim regular installment payments in cash that is: (i) of a total value, as of the effective date of the plan, equal to the allowed amount of such claim; (ii) over a period ending not later than five years after the Petition Date; and (iii) in a manner not less favorable than the most favored nonpriority unsecured claim provided for by the plan.

The known priority tax claims are:

UNCLASSIFIED PRIORITY UNSECURED TAX CLAIMS

<u>Claimant</u>	<u>Claim Amount</u>	<u>Treatment</u>
Internal Revenue Service	\$230.82	• Paid in one lump sum payment on the Effective Date.
Clark County Assessor	\$4,568.67	• Paid in one lump sum payment on the Effective Date.
TOTAL	\$4,799.49	

1 The bar date for a governmental unit to file a proof of claim is November 13, 2018.
2 Any heretofore unknown allowed Section 507(a)(8) priority tax claims that may arise from
3 such timely-filed claims shall be paid in one lump sum payment on the Effective Date or on
4 the date in which they are allowed, whichever is later.

5 **C. Classified Claims and Interests**

6 Pursuant to Section 1123(a)(1) of the Bankruptcy Code, this Plan categorizes claims
7 and interests into different classes.

8 The bar date to file claims in this case was September 19, 2018 for non-governmental
9 entities. ONLY CLAIMS THAT ARE ALLOWED UNDER SECTION 502 OF THE
10 BANKRUPTCY CODE AND OTHER APPLICABLE LAW (INCLUDING SECTIONS 506
11 AND 1111(a) OF THE CODE) SHALL BE TREATED IN ACCORDANCE WITH THIS
12 PLAN. DISALLOWED CLAIMS SHALL RECEIVE NOTHING UNDER THIS PLAN.
13 MOREOVER, ANY PROOF OF CLAIM THAT WAS OR IS NOT TIMELY FILED BY THE
14 APPLICABLE BAR DATE (OR DEEMED FILED UNDER 11 U.S.C. § 1111(a)) SHALL BE
15 DISALLOWED IN ITS ENTIRETY. The confirmation of this Plan shall not eliminate or
16 reduce the rights of any person or entity to subsequently object to a filed proof of claim, in
17 accordance with the Bankruptcy Rules and Local Rule 3007.

18 As described more fully below, this Plan provides for several classes of claims and
19 interests, all of which are impaired. Each class has its own ‘treatment’, a term which is used
20 to describe how a class is paid under the Plan.

21 Allowed secured claims are claims secured by property of the Debtor’s estate, to the
22 extent allowed as secured claims under Section 506 of the Bankruptcy Code. Class 1 of the
23 Plan is for the sole secured creditor (Meadows Bank).

24 Allowed unsecured claims are claims not secured by property of the Debtor’s estate,
25 to the extent allowed. The Debtor is not aware of any priority general unsecured claims. The
26 Plan has one class for allowed general unsecured claims.
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Allowed equity interests are the interest of current equity holders. One Plan class (Class 3) is for the equity interests in the company, which currently is 50% owned by David Zitiello, Jr. and 50% by David and Diane Meister.

The following table summarizes the claim classification structure:

TABLE 1: CLAIM CLASSIFICATION STRUCTURE

SECURED ALLOWED CLAIMS:

Class	Claimant	Type	Collateral	Impaired?
Class 1	Meadows Bank	Secured	Per UCC-1	Yes

PRIORITY UNSECURED ALLOWED CLAIMS:

N/A

UNSECURED ALLOWED CLAIMS:

Class	Claimant	Impaired?
Class 2	General unsecured claims	Yes

EQUITY INTERESTS:

Class	Claimant	Impaired?
Class 3	David Zitiello, Jr. (50%); David and Diane Meister (50%)	Yes

Each class and its treatment are described below.

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Class 1: MEADOWS BANK**Claim(s) in this class:**

Class 1 consists of one secured claim held by Meadows Bank.

Holder of secured claim:	Meadows Bank
Type of lien:	Blanket lien on all assets, per UCC-1
Impact of Plan on lien	No impact. Lien preserved in full against the collateral.
Amortization	Fully-amortized over 9 years (108 months), starting from the first day of the first month after entry of the Plan Confirmation Order.
Interest rate:	WSJ Prime + 2.25%, adjusted every calendar quarter
Principal:	<ul style="list-style-type: none"> On the Effective Date, Debtor shall remit \$65,000 of the equipment sale proceeds to Meadows Bank, which shall be applied against and shall reduce the principal balance of the loan. New principal balance shall be: (1) amount shown on the Meadows proof of claim, owed as of the Petition Date, less (2) any principal payments made on the loan between the Petition Date and the Effective Date of the Plan; plus (3) reasonable attorney's fees and costs and other costs of collection incurred by Meadows Bank as part of this Bankruptcy Case; less (4) the \$65,000 principal payment.

For illustrative purposes only: if the unpaid principal on the day before the Effective Date is \$560,000, then after the \$65,000 principal payment made by Debtor on the Effective Date, the new loan principal going forward would be \$495,000. That new loan principal is amortized over 9 years (108 months). Assuming a current interest rate of 7.75%, then the initial monthly payment after Plan Confirmation would be \$6,380.30, in this example.

This class is impaired. Thus, this claim holder is entitled to vote to accept or reject this Plan.

Class 2: GENERAL UNSECURED CLAIMS

Claim(s) in this class:

Class 2 consists of all allowed general unsecured claims.

Treatment of claim(s) in this class:

- This class is collectively paid a total of \$16,500 from the operating cash flow of Debtor, as follows: \$1,500 in 2020, and \$15,000 in 2021.
- In addition, this class will be paid 80% of the net proceeds of the adversary proceeding (AP Case no. 18-01065) filed by Debtor against David and Diane Meister. That lawsuit seeks avoidance and recovery of \$292,999.81 in transfers of Debtor's money made to the Meisters in the pre-petition period.
 - 'Net proceeds' is defined as: (i) gross proceeds arising from these claims that are actually received by Debtor, whether via settlement, collections on a judgment, or otherwise; less (ii) attorney's fees and costs of suit to prosecute these claims.
 - By way of example only, if the suit produces \$200,000 in net proceeds, then 80% of this amount (=\$160,000) shall be distributed to this class as a one-time payment. Alternatively, if the suit produces only \$10,000 in net proceeds, then 80% of this amount (=\$8,000) shall be distributed to this class as a one-time payment.
 - All payments to Class 2 on this asset shall be made within 30 days of receipt of gross proceeds.

Impairment and Voting for this Class:

This class is impaired. Thus, allowed claim holders in this Class are entitled to vote to accept or reject this Plan.

1 **Class 3: EQUITY INTEREST HOLDERS**

2 Pursuant to Section 101(16) of the Bankruptcy Code, equity interest holders are the
3 parties who hold an equity security of the Debtor (i.e., ownership interest such as shares of stock
4 of a corporation, or membership units in an LLC).

5 **Claim(s) in this class:**

6 Class 3 consists of the member equity interests of David Zitiello, Jr., who owns 50%
7 of the Debtor's equity, and David and Diane Meister, who also own 50% of the Debtor's
8 equity.

9 Pursuant to Section 1141(d)(1)(B) of the Bankruptcy Code, the confirmation of a plan
10 terminates all rights and interests of equity security holders.

11 **Treatment of claim(s) in this class:**

12 On the Effective Date:

- 13
- 14 • All existing equity interests in the Debtor shall be terminated.
 - 15 • The Debtor shall issue new equity, with 100% of all ownership equity interest
16 in the Debtor to be purchased by Zito Holdings Corp ("ZHC") which is a
17 newly-formed Nevada corporation owned entirely by David Zitiello, Jr. ZHC
18 shall purchase this equity via a capital contribution of \$5,000 to the Debtor.

19 **Impairment and Voting for this Class:**

20 This class is impaired. Thus, the existing equity interest holders are entitled to vote to
21 accept or reject this Plan.
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III. TREATMENT OF MISCELLANEOUS ITEMS

A. Executory Contracts and Unexpired Leases

1. Assumptions

Upon Plan confirmation, the Debtor shall assume only the following lease (the “*Assumed Lease*”):

<u>Counterparty to Lease</u>	<u>Description</u>
Equus Business Center, L.P.	Las Vegas site lease

No cure is required for these leases.

The Plan’s Confirmation Order shall constitute an order approving the assumption of the Assumed Lease.

2. Rejections

Other than the Assumed Lease, all other known and unknown executory contracts or unexpired leases that may exist under law or equity to which the Debtor is a party, and is not listed above, are rejected. The Plan’s Confirmation Order shall constitute an order approving the rejection of all other leases and executory contracts other than the Assumed Lease.

Counterparties to rejected contracts and leases can file a proof of claim. THE BAR DATE FOR FILING A PROOF OF CLAIM BASED ON A CLAIM ARISING FROM THE REJECTION OF A LEASE OR CONTRACT SHALL BE THIRTY (30) DAYS FROM THE DATE OF THE ENTRY OF THE CONFIRMATION ORDER. Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court later orders otherwise.

IV. EFFECT OF CONFIRMATION OF PLAN

Pursuant to Section 1141(a) of the Bankruptcy Code, the provisions of a confirmed plan bind the debtor, any entity issuing securities under the plan, any entity acquiring property under the plan, and any creditor, equity security holder, or general partner in the debtor, whether or not the claim or interest of such creditor, equity security holder, or general partner is impaired under the plan and whether or not such creditor, equity security holder, or general partner has accepted the plan.

A. Discharge of Debts

Pursuant to Section 1141(d)(1)(A) of the Bankruptcy Code, Debtor shall be granted a discharge of its debts. On the Effective Date, the Debtor shall be discharged of liability for payment of all debts, claims, and liabilities from any debt that arose before the date of the confirmation, to the maximum extent specified in Section 1141(d) of the Bankruptcy Code. However, the payment liability imposed on Debtor by this Plan on all allowed unclassified and classified claims shall be new obligations of the Debtor as of the Effective Date.

The discharge of the Debtor shall be effective as to the claim or potential claim of each and every noticed creditor or potential creditor, regardless of whether a proof of claim thereof was filed, whether the claim is an allowed claim, or whether the holder thereof votes to accept the Plan.

B. Discharge Injunction

In accordance with Section 524 of the Bankruptcy Code, the discharge of Debtor shall mean all persons or entities that have held, currently hold or may hold a dischargeable claim, are, with respect to those claims, permanently stayed, restrained and enjoined on and after the Effective Date from taking any of the following actions on those pre-petition claims against (a) the reorganized Debtor or any of its assets or property, or (b) any direct or indirect transferee of any property of Debtor, or (c) any direct or indirect successor in interest to reorganized Debtor:

- Commencing or continuing in any manner any action or other proceeding on pre-petition unsecured debt;
- Enforcing, levying, attaching (including pre-judgment attachment), collecting or otherwise recovering, by any manner or means, any judgment, award, decree or order;
- Creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance, unless the Debtor defaults on the terms of its post-confirmation contractual obligations (as may have been modified by this Plan);
- Asserting any setoff, right of subrogation, contribution or recoupment of any kind, directly or indirectly; or
- Commencing or counting any action, in any manner, in any place, that does not comply with or is inconsistent with the provisions of this Plan or the Bankruptcy Code.

C. Re-vesting of Property in the Debtor

Confirmation of this Plan shall re-vest all of the property of the bankruptcy estate in the reorganized Debtor. Re-vesting property also includes all of the Debtor's claims and causes of actions that it holds against third parties (except to the extent that such claims are transferred pursuant to this Plan, if any), whether known or unknown, and whether or not such causes of action had been filed in a lawsuit or adversary proceeding prior to the confirmation of the Plan.

D. Property Free and Clear of All Claims Not Expressly Provided For

Pursuant to Section 1141(c) of the Bankruptcy Code; upon confirmation of this Plan, all property of the debtor shall become free and clear of all claims and interest of creditors, existing equity interest holders, and all other third parties (including without limitation, liens, security interests and any and all other encumbrances), except for liens and claims that are expressly provided for and preserved herein or by other Bankruptcy Court order.

E. Modification of Plan

The Debtor, as plan proponent, may modify or amend this Plan at any time prior to Plan confirmation. If the Debtor does so, or if confirmation does not occur, then: (1) this particular Plan version shall be null and void in all respects; (2) any proposed settlement or compromise embodied in this Plan, and this Plan's assumption or rejection of executory contracts and unexpired leases, shall be deemed null and void except as may be set forth in a separate order entered by the Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any claims by or against, the Debtor or any other entity; (b) prejudice in any manner the rights of the Debtor or any other entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtor or any other entity.

The Debtor may modify or amend this Plan after its confirmation only in compliance with Section 1127(b) of the Bankruptcy Code, i.e., at any time after Plan confirmation but before substantial consummation of the Plan. Any such post-confirmation modification requires Court approval, after notice and a hearing.

F. Post-Confirmation Status Report

Within 120 days of the entry of the Confirmation Order, the Debtor shall file a status report with the Court explaining what progress had been made toward consummation of the confirmed Plan. The status report shall be served on the United States Trustee, all secured creditors, the twenty (20) largest unsecured creditors with allowed claims, and all other parties who have requested notice. Further status reports shall be filed every 120 days and served on the same entities until the bankruptcy case is closed.

G. Cash Collateral Orders

As of the Effective Date, Debtor's obligations under any and all cash collateral orders shall be deemed to be fully satisfied, released, discharged and terminated, and such cash collateral orders shall be of no further force and effect. Any post-petition liens granted under the cash collateral orders shall be terminated and be of no further force and effect.

1 **H. Modification of Debt Instruments**

2 On the Effective Date, all instruments evidencing indebtedness of Debtor held by
3 holders of impaired claims shall be deemed modified as against Debtor, as set forth in the Plan.
4 All loan balances, interest rates, and amortization periods for each impaired claim shall be reset
5 in accordance with the Plan's proposed terms. These terms shall become effective immediately
6 upon the Effective Date.

7 As of the Effective Date, all secured claims preserved by this Plan shall be in good
8 standing and no longer be in default. All secured creditors shall modify their computer systems
9 and files to reflect that each Secured Claim: (i) is in good standing and not in default, (ii)
10 incorporates any and all changes made by this Plan, if any, to the claim's interest rate, principal,
11 and amortization schedule, and any other Plan terms; and (iii) shall resume issuance of its
12 normal periodic statements to Debtor, reflecting the payment amounts in this Plan.

13 **I. Judgments Voided**

14 With respect to any debt treated by the Plan, any related judgment obtained against the
15 Debtor before the Effective Date shall be null and void as a determination of liability of the
16 Debtor. Within two months of the Effective Date, all plaintiffs with lawsuits or other
17 proceedings against Debtor shall dismiss that action as against the Debtor.
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V. MEANS OF IMPLEMENTING THE PLAN

A. Funding for the Plan

The financial model attached as Exhibit 1 to the Disclosure Statement (“Financial Model”) outlines the Debtor’s prospective post-confirmation sources and uses of income. This financial model contains estimated results only, using the Debtor’s business judgment as to projections; the actual post-confirmation financial results of the Debtor (including operating revenues and expense line items, and net litigation proceeds) may significantly vary from what is projected.

The Debtor will fund this Plan with its cash flow from operations, and from net litigation proceeds. The Debtor is expected to have sufficient projected cash flow to completely fund the Plan disbursements.

B. Post-Confirmation Management

After Plan confirmation, the Manager of the reorganized Debtor will be David Zitiello, Jr., who shall continue with his current \$4,000/month compensation for the duration of the Plan.

C. Post-Confirmation Operations

The reorganized Debtor may operate its business in the normal course, and may use, acquire or dispose of property 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.

The Debtor shall pay the post-confirmation charges that it incurs for professionals’ fees and expenses (including fees relating to the preparation of professional fee applications, and all fees and expenses relating to the prosecution of various litigation claims and adversary proceedings that have or may be filed by the Debtor), and may do so (and may employ such professionals) all without application to the Bankruptcy Court.

1 **D. Disbursement**

2 **i. Disbursement Agent**

3 Debtor shall act as the disbursing agent (“*Disbursing Agent*”) for the purpose of
4 making all Plan payment distributions. The Disbursing Agent shall serve without bond and
5 shall receive no compensation for distribution services rendered and expenses incurred.
6 Debtor is permitted to delegate certain administrative aspects of disbursement (mailings,
7 accounting, etc.) to a third party.
8

9 **ii. Disbursements**

10 All payments to secured creditors shall be paid as provided for in the Plan; payment
11 shall be made via electronic funds transfer directly to the secured creditor, or to an account
12 specified by the creditor, or via paper check to the payment address found in the creditor’s
13 proof of claim (or to any other address that may subsequently be specified by the secured
14 creditor).

15 All payments to unsecured creditors shall be paid as indicated in the plan treatments
16 identified above. Total plan payments to unsecured creditors may be paid in one lump sum
17 instead of via periodic installments, in the Debtor’s sole discretion. All payments for each
18 class shall be completed on or prior to the date shown in the Plan treatments above.

19 Payments shall be made to the payment address shown on a Proof of Claim, or, in the
20 absence of a proof of claim having been filed, to the address as scheduled by the Debtor,
21 unless a creditor has provided the Disbursement Agent with a different address. Unsecured
22 creditors are responsible for maintaining current payment addresses with the Disbursement
23 Agent.

24 Pursuant to Local Rule 3011.1(b)(2), any unclaimed funds (e.g., in the case of Plan
25 distributions that are returned to the Disbursing Agent by the United States Post Office
26 despite having been sent to the appropriate payment address), the funds shall be redistributed
27 to other creditors or other administrative claimants.
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VI. OTHER PROVISIONS

A. Full Release

Except as otherwise provided in the plan, upon Plan confirmation the Debtor shall receive a full release from any and all causes of action, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or non-contingent, that exist as of the Effective Date, whether in law or at equity, whether for tort, fraud, contract, or otherwise, including, without limitation, those in any way related to the chapter 11 case or the Plan that may have accrued prior to the Effective Date (the “Release”).

The entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Release, and further, shall constitute the bankruptcy court’s finding that the Release is: (i) in the best interest of the Debtor and all holders of claims; (ii) fair, equitable and reasonable; (iii) given and made after due notice and opportunity for hearing; and (iv) a bar to any of the Debtor’s creditors from asserting any future claim against the Debtor for matters that occurred prior to the Effective Date, other than with respect to: (i) receiving the plan payments and property distributions identified in the treatments above, and (ii) claims for post-petition administrative expenses.

Upon confirmation of the Plan, all liens, claims, mortgages, deeds of trust, or other security interests against the property of the Debtor’s estate, other than the allowed secured claim of Class 1, shall be fully released.

Pursuant to 11 U.S.C. § 524(e), the discharge of a debt of the Debtor does not affect the liability of any other entity on, or the property of any other entity for, such debt. Accordingly, in no way shall the Release be construed or interpreted to release any third party (other than the Debtor) from any claims or causes of action, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or non-contingent, that exist as of the Effective Date, whether in law or at equity.

B. Exculpation

The Debtor shall not have or incur any liability to any entity for any prepetition or post-petition act taken or omitted to be taken in connection with, or related to formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the consummation of the Plan, the Disclosure Statement, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other prepetition or post-petition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtor.

D. Good Faith

Confirmation of the Plan will constitute a finding that the Plan has been proposed in good faith and in compliance with all applicable provisions of the Bankruptcy Code.

E. Final Decree

When the Debtor's Chapter 11 estate has been fully administered as referred to in Bankruptcy Rule 3022, the Debtor may file a motion with the Bankruptcy Court to obtain a final decree to close this Chapter 11 bankruptcy case. Pursuant to Local Bankruptcy Rule 3022, unless there are pending contested matters or adversary proceedings, a non-individual chapter 11 case is deemed fully administered 180 days after plan confirmation, and the court clerk may then enter a final decree without further notice.

VII. GENERAL PROVISIONS

A. 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 construed in the Bankruptcy Code are used in this Plan.

B. Notices

All notices, requests, elections or demands in connection with the Plan, including any change of address of any holder of a claim for the purposes of receiving any distributions under the Plan, shall be in writing and shall be delivered personally or by facsimile,

1 electronic mail, overnight courier, or mailed by first class mail. Such notice shall be deemed
2 to have been given when received or, if mailed by first class mail, five (5) calendar days after
3 the date of mailing, or if express mailed, the next business day following the date of mailing
4 and addressed to the following:

5 If to Debtor, to: Bite the Bullet
6 4780 W Ann Rd Suite 5-230
7 Las Vegas, NV 89031

8 with a copy to: Atkinson Law Associates Ltd.
9 Attn: Robert Atkinson, Esq.
10 8965 S Eastern Ave Suite 260
11 Las Vegas, NV 89123
12 Telephone: (702) 614-0600
13 robert@nv-lawfirm.com

14 All notices and payments to holders of allowed claims of any class shall be sent to
15 them at their known address, with the Proof of Claim respective notice and payment address
16 superseding any other address. However, any holder of a claim of any class may designate in
17 writing any other address for purposes of this Section, which designation shall be effective
18 upon receipt.

19 **C. Successors and Assigns**

20 The rights, benefits and obligations of any entity named or referred to herein, or who
21 may be a creditor of the Debtor or a party-in-interest to this bankruptcy case, shall be binding
22 on, and shall inure to the benefit of, any successor, assign, heir, executor, or administrator of
23 such entity.

24 **D. Effectuating Documents; Further Transactions**

25 The reorganized Debtor may take all actions to execute, deliver, file or record such
26 contracts, instruments, releases and other agreements or documents and take such actions as
27 may be necessary or appropriate to effectuate and implement the provisions of the Plan.
28

E. Retention of Jurisdiction

The United States Bankruptcy Court, District of Nevada will retain jurisdiction over this Plan and its implementation, to the maximum extent provided by law.

#

DATED: October 11, 2018

For DEBTOR / PLAN PROPONENT:

By: /s/ David Zitiello Jr.
DAVID ZITIELLO JR.
Managing Member

Respectfully submitted by:

/s/ Robert Atkinson
ROBERT E. ATKINSON, ESQ.
Nevada Bar No. 9958
Attorney for Debtor