UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:	:	
	:	
BRUCE J. CRISCUOLO	:	**CHAPTER 11**
	:	
Debtor	:	**BKRTCY. NO. 14-16946 REF**

DISCLOSURE STATEMENT FOR PLAN OF REORGANIZATION FILED BY BRUCE J. CRISCUOLO

I. INTRODUCTION

This is the Disclosure Statement (the "Disclosure Statement") in the case of Bruce J. Criscuolo (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the Chapter 11 Plan of Reorganization (the "Plan") filed by the Debtor on October 28, 2016. 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 5-8 of this Disclosure Statement. Creditors are classified into four Classes: Class 1 through 3 are the various secured creditors of Debtor, including a mortgage on Debtor's real estate owned jointly with his (non-filing) wife and two vehicle loans; and Class 4 is the class of general, unsecured creditors, including the unsecured, non-priority portion of the claim of IRS. IRS will receive distribution of 100% of its allowed priority claim, to be paid over 60 months after the Effective Date, without interest or penalty; Classes 1 through 3 are each treated somewhat differently; the car loans are current but the mortgage is not. Class 4 are general unsecured claims, which will be paid Debtor's disposable income over 60 months post-Confirmation as required by the Code.

A. Purpose of This Document

This Disclosure Statement describes:

1. The Debtor and significant events during the bankruptcy case
2. How the Plan proposes to treat claims or equity interests of the type you hold (*i.e.*, what you will receive on your claim or equity interest if the plan is confirmed),
3. Who can vote on or object to the Plan,
4. What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Plan,
5. Why the Debtor believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
6. The effect of confirmation of the Plan.

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

B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. *Time and Place of the Hearing to Approve This Disclosure Statement and Confirm the Plan*

The hearing at which the Court will determine whether to approve this Disclosure Statement and confirm the Plan will take place on _____ at 9:30 a.m. in Courtroom No. 1, The Madison, 400 Washington Street, Reading, PA. The hearing to consider Confirmation of the plan will be set at a future date. You will receive additional notice of this date and other important dates and deadlines.

2. *Deadline For Voting to Accept or Reject the Plan*

Debtor will ask the Court to set a deadline to vote. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be received by _____ or it will not be counted.

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

Objections to the Disclosure Statement and to the confirmation of the Plan will be set by the Court. You will receive further notice of this date.

4. Identity of Person to Contact for More Information

If you want additional information about the Plan, you should contact Debtor's counsel, the undersigned.

C. Disclaimer

The Court has not approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. Approval of this Disclosure Statement and any amendments filed thereto may be considered by the Court on ----------, 2016 or thereafter as hearings are further set by the Court. You will receive Notice of any deadlines and copies of any documents and amendments thereto.

II. BACKGROUND

Description and History of the Debtor

A. <u>The Debtor and his income/reason for filing</u>

In 2007, Debtor opened a single member digital consulting company called Usability Arts to take advantage of many business opportunities that were available at that time. During the first year, business was brisk and contracts were established with companies for ongoing work that could continue for years to come.

In 2008 after having his second daughter, his wife, Katherine began the long process of designing and building a childcare facility/business funded by a large amount of their own personal savings and a bank loan. While there were business "hiccups" and unexpected expenses, nothing could have prepared her for the recession and aftermath.

At the same time, Debtor and his wife were also able to obtain a loan from Chase to build their house; however, when an error from the engineer occurred the construction estimate rose by 30%, causing them to again have to invade their remaining personal savings to complete the child care center and open on time in April of 2009.

The recession not only forced them to use personal funds towards the child care business, but it also saw contracts being cancelled and invoices not being paid. At this point, by mid-2009, there were no more loans to be had to breathe additional life into the child care business. Their savings were also exhausted due to the increased cost of building the house. At this point they had fallen behind with mortgage payments.

The final setback occurred emerged in 2010 when they contacted Chase about a reinstatement of our mortgage. Chase informed them that they had increased the monthly mortgage (P&I) payment from $1400 to $7000/month to include future and past (unpaid) escrow as part of any new mortgage payment. This was obviously out of reach, financially. They called Chase three to five times a week to try to work something out at a lesser monthly amount. They spent several agonizing hours weekly, on the phone with employees of Chase who didn't care about the situation, understand their situation or have the authority to do anything to create or craft a resolution.

It got worse. After months of no progress with Chase they hired a lawyer who "specialized in mortgage modification". After paying a $250 fee and watching the lawyer throw the phone at the wall after 40 minutes on the phone with Chase, they moved on to another lawyer. After a $150 fee to the next lawyer, she only wanted to work with them if they would agree to file a chapter 7 bankruptcy and walk away from everything.

By 2011, the child care center was in its second year and doing well enough to be able to generate disposable income to try to pay the mortgage and past due dollars. However, at this point Chase was demanding $20,000 down as well as the ridiculous "new" monthly payment of $7K-plus per month. It was at this time they reached out to the federal refinance department, again with no success. Once they received a foreclose notice on their door in August 2014, they contacted current counsel.

They determined that filing a chapter 13 was the quickest and best chance of staving off foreclosure. The $1500.00 monthly payment to the Chapter 13 Trustee was designed to try to pay down fairly substantial IRS debt, while continuing to try to negotiate a modification with Chase. Debtor and his wife have been working with David Swirczewski, a former banker who specializes in mortgage modification. Unfortunately, since February 2015 and after $4000.00 in fees, Chase has repeatedly denied the requests, for various, incorrect and/or unclear, reasons, and they have not gotten any closer to a modification from Chase.

Frustrated beyond patience, Debtor determined upon consultation with counsel that converting the case to Chapter 11 would afford more flexibility in treatment of the Chase loan issue and would allow them to pay down the IRS more efficiently. The financial position of the Debtor and his wife has substantially improved over time as will be evident from a review of their monthly income and expenses.

B. Insiders of the Debtor

None.

C. Management of the Debtor Before and During the Bankruptcy

Not applicable.

D. Events Leading to Chapter 11 Filing

Debtor filed this case to obtain a stay of foreclosure by Wells Fargo Bank on his residence.

E. Significant Events During the Bankruptcy Case

Debtor and his wife have been working with an outside professional to try to modify their mortgage with Chase. This effort has been ongoing since directly after the commencement of the case, but has been extremely frustrating. Documents have been misplaced, never received, re-sent, misinterpreted, etc. The modification efforts have been "escalated" several times without any difference in treatment by Chase. At this point, according to Mr. Swirczewski, the Criscuolo "file" is in "final underwriting" with Chase (again), but he does not have much hope in a positive resolution.

F. Projected Recovery of Avoidable Transfers

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions. Debtor does not believe that any such claims exist.

G. Claims Objections

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

H. Current and Historical Financial Conditions

Debtor and his wife, due to the unforseen setback of unemployment referred to above, had been unable to maintain payment on their residential mortgage in the year and a half prior to the filing. Both Debtor and his spouse have been working consistently since the filing.

Debtor's residence was valued by Debtor at $480,000 at the time of filing, based on a Comparative Market Analysis obtained prior to filing. During the course of the modification process with Chase, Chase has had conducted about 5-6 different "drive-by" summary appraisals, all of which value the property at somewhat less (at about $465,000) than Debtor's value. In any event, there is no doubt that the property is worth less than the balance of Chase's debt. The vehicles were valued using the applicable mileage at the time of filing and using Kelley Blue Book values, averaging trade-in and private party values. The vehicles have clearly not increased in value during the case and are worth less than the debt to Ally Financial, which secures both vehicles. Neither vehicle, therefore, is worth more than the balance on the Ally loans.

Per instructions of counsel, Debtors have been "setting aside" some funds on a monthly basis to assist in plan funding.

In addition, Debtor will receive a "refund" of sorts, of Chapter 13 Plan payments, which amount is directed to be paid over to Debtor's counsel to be held in trust. That amount is approximately $35,000 and will be used to: (1) pay counsel fees and (2) pay down the priority debt of IRS so that ongoing monthly payments to IRS will amortize the IRS obligation over the following 60 months and will remain reasonable. Debtor reserves the right to move the Court for an Order which would allow a partial "down" payment to IRS prior to Confirmation.

Debtor's disposable income will allow for the repayment of the past due Chase debt over a 20 year period of time, AFTER payment in full of the IRS priority claim, and will allow for distributions to general unsecured creditors over a 60 month period of time beginning after the Effective Date. It is Debtor's intention to resume regular monthly payments of principal, interest

and CURRENT escrow beginning with the November, 2016 payment. Debtor may also need a Court Order in order to direct Chase to accept and apply the payments.

No financial statements were prepared by the Debtor pre-petition, nor have any been prepared since. Copies of 2014 and 2015 tax returns were provided to the United States Trustee and will be provided to parties who request same.

Monthly Operating Reports will be filed as appropriate. These monthly reports will simply be reiterations of Debtor's monthly income and expenses, unless some unusual income or expense variations occur. Copies will be provided upon request.

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

A. What is the Purpose of the Plan of Reorganization?

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

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has *not* placed the following claims in any class:

1. Administrative Expenses

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment. The following lists the Debtor's estimated administrative expenses, and their proposed treatment under the Plan:

Counsel fees: Currently approximately $15,000 and will most likely include another $5-7,000 by the time of Confirmation. Debtor will be able to pay the fees at Confirmation.

2. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

The following lists the Debtor's estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

IRS - $82,000. To be paid over 60 months from the time of the conversion of the case to Chapter 11. A lump sum payment of approximately $15,000 is contemplated upon Confirmation, or before upon Court Order. Debtor will pay the balance in 60 monthly

payments beginning the month following the Effective Date. This amount will approximate $1,200 per month.

C. Classes of Claims and Equity Interests

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

1. Classes of Secured Claims

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim.

The following lists all classes containing Debtor's secured pre-petition claims and their proposed treatment under the Plan:

Class 1: Wells Fargo/Chase:

According to the Wells Fargo POC, the total debt is $584,498 as of the time of filing, with arrears of $145,000. This claim will undoubtedly be amended to include additional tax payments and interest which has accrued after the original order for relief. Debtor reserves the right to object to this claim.

Treatment: Regular monthly payments are to resume upon conversion of the case. Debtor will pay the arrears over a 20 year period of time, beginning the month following the payment of the IRS priority claim in full (approximately 60 months after Confirmation), without interest or late charges. Based on the current arrears, the payment would be approximately $600 per month. In the event the arrears are higher, the payment scheme will be adjusted. In the interim, Debtor and his wife will continue negotiations which may lead to a modification; however, based on past efforts, they are not optimistic.

Class 2: Ally Financial re: Debtor's 2013 Town & Country vehicle:

Amount: $26,000.

Treatment: This claim is to be paid on a current basis, directly to Ally.

Class 3: Ally Financial re: Debtor's 2014 Ford Explorer:

Amount: $30,000.

Treatment: This claim is to be paid on a current basis, directly to Ally.

2. Classes of Priority Unsecured Claims

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

The following classes contain claims under §§ 507(a)(1), (4), (5), (6), and)(7) of the Code and their proposed treatment under the Plan: **There are no such claims and therefore these claims are not classified in the Plan.**

3. Classes of General Unsecured Claims

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

The following identifies the Plan's proposed treatment of Class 4, which are the general unsecured claims against the Debtor:

Class 4: Claims of general, unsecured creditors.

Amount: Approximately $43,000 (includes unsecured portion of IRS claim at $40,000).

Treatment: To be paid the amount of Debtor's disposable income over a 60 month period of time beginning the month following the Effective Date. That figure is estimated to be approximately $300-400 per month based on Debtor's amended income and expenses ($1,681 in current disposable income, less payments of $1,200 per month to IRS during the 60 month period following Confirmation).

4. Class of Equity Interest Holders

Equity interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company ("LLC"), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

The following sets forth the Plan's proposed treatment of the class of equity interest holders:

None.

D. Means of Implementing the Plan

1. Source of Payments

Payments and distributions under the Plan will be funded by the ongoing employment of Debtor and his spouse.

2. Post-confirmation Management

None.

E. Risk Factors

The proposed Plan has the following risks: That either the Debtor or his wife do not retain employment.

F. Executory Contracts and Unexpired Leases

None.

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

No contracts or leases are proposed to be rejected.

G. Tax Consequences of Plan

Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.

The following are the anticipated tax consequences of the Plan: **None offered by Debtor.**

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

A. Who May Vote or Object

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

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

In this case, the Plan Proponent believes that classes 1 and 4 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that the remaining classes are unimpaired and that holders of these claims do not have the right to vote to accept or reject the Plan.

1. What Is an Allowed Claim or an Allowed Equity Interest?

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been

scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

No deadline was set for filing Proofs of Claim. Based on Debtor's Schedules, Debtor believes all claims against the Debtor have been filed.

2. What Is an Impaired Claim or Impaired Equity Interest?

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. Who is Not Entitled to Vote

The holders of the following five types of claims and equity interests are *not* entitled to vote:

- holders of claims and equity interests that have been disallowed by an order of the Court;
- holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.
- holders of claims or equity interests in unimpaired classes;
- holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan;
- administrative expenses.

Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.

4. Who Can Vote in More Than One Class

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

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by cram down on non-accepting classes, as discussed later in Section [B.2.].

1. Votes Necessary for a Class to Accept the Plan

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (½) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. Treatment of Nonaccepting Classes

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds non-accepting classes is commonly referred to as a cram down plan. The Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not discriminate unfairly, and is fair and equitable toward each impaired class that has not voted to accept the Plan.

3. Intention to seek cramdown

At this point, it is not known whether or not a cramdown-style confirmation hearing will or will not be necessary. In the event that it becomes necessary, Debtor intends to seek a cramdown confirmation of his Plan.

You should consult your own attorney if a cramdown confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a Chapter 7 liquidation. Debtor believes that, based on the values of his jointly-owned real estate and the vehicles and his personal property, there is no non-exempt equity in any property. Therefore, unsecured creditors would not receive anything in a liquidation, and this plan proposes a recovery which is much better than zero.

D. Feasibility

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

1. *Ability to Initially Fund Plan*

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date.

2. *Ability to Make Future Plan Payments And Operate Without Further Reorganization*

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Plan Proponent will provide estimates of his monthly income and expenses which will provide the basis for the payments called for in the Plan. Further "projection" of income and expenses somewhat useless in that both Debtor and his wife will depend simply on regular employment to fund the payments under the Plan.

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

V. EFFECT OF CONFIRMATION OF PLAN

A. Discharge of Debtor

Discharge. On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code. However, the Debtor shall not be discharged from any debt imposed by the Plan. After the effective date of the Plan your claims against the Debtor will be limited to the debts imposed by the Plan.

B. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or re-voting on the Plan.

The Plan Proponent may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated *and* (2) the Court authorizes the proposed modifications after notice and a hearing.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

VI. OTHER PLAN PROVISIONS

A. Absolute Priority Rule. To the extent that it is required for confirmation, Debtor's wife will commit $5,000 personally to the case in satisfaction of the new value exception to the absolute priority rule. The funds will be used to pay down administrative expenses, if necessary. The absolute priority rule would require that Debtor not retain any property to which creditors might have access in satisfaction of their claims. In this case , the Debtor has no equity in any property, and, accordingly, Debtor's unsecured creditors are entitled to nothing. In this case, unsecured creditors will get that which they are entitled to, that is, Debtor's disposable income over a 60 month period of time.

B. Injunction. *Confirmation of this Plan shall permanently enjoin any parties in interest from executing upon assets of either the Debtor or his wife, Katherine Criscuolo.*

Dated: *10.27.2016* */s/ Bruce Crisuolo*
Bruce Criscuolo, Debtor

Dated: *10.27.2016* */s/ Kevin K. Kercher*
Kevin K. Kercher, Esquire