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IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

In Re:	§	
	§	
CTJH Investments, LLC,	§	Chapter 11 Proceeding
dba Party Plus Warehouse,	§	
dba Gayle's Wedding & Party Rentals,	§	Case No. 17-50019
dba First Class Tuxedos	§	
		Small Business Case under Chapter 11

**CTJH INVESTMENTS, LLC'S COMBINED PLAN OF REORGANIZATION AND
DISCLOSURE STATEMENT**

Date: May 17, 2017

This Combined Plan and Disclosure Statement is filed by the above-referenced Debtor.

Purpose of disclosure statement: The purpose of the disclosure statement component of this pleading is to enable the proponent of the plan of reorganization to comply with section 1125(a) of the Bankruptcy Code, which requires that the proponent of a plan disclose such information to creditors "of a kind, and in sufficient detail, as far as is reasonably practicable in the light of the nature and history of the Debtors and the condition of the Debtors' books and records, that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan." Therefore, by operation of law, the contents of this disclosure statement must represent the Debtors' affirmative statements that the representation of actual facts made by it are true to the best of their information, knowledge and belief.

Creditors should primarily analyze the information supplied to determine whether it would be in their best interest to accept the plan or reject it. In making this determination, creditors should take note of the importance of their actually voting either to accept or reject the plan. This is so because the Bankruptcy Code authorizes the bankruptcy court to confirm a chapter 11 plan of reorganization if it is accepted by all creditors if it is demonstrated to be feasible. If all classes of creditors accept the plan (by means of a majority vote of the *voting* members of the class whose claims constitute two-thirds or more in value of the outstanding total claims of all the *voting* members of the class), then the bankruptcy court may confirm the plan on a showing of the plan's feasibility and that dissenting creditors will receive as much under the plan as they would have received in a straight liquidation. If not all classes of creditors accept the plan, the plan may still be confirmed on the showing of its feasibility and that each creditor will receive under the plan at least as much as each would receive in a straight liquidation and that the "absolute priority" rule is observed or waived. It is to be observed that at least one actually impaired class must in any case, affirmatively vote to accept the plan (by a majority of the voting creditors whose

claims total at least two-thirds of all the claims of the voting class) or else the bankruptcy court may not confirm the plan. Further, creditors should observe that it is important for each of them to vote because the acceptance or rejection of classes is to be determined on the basis of the voting membership of each class. Nonvoting membership is ignored for the purpose of determining whether a majority of members who holds two-thirds or more of value of claims accepts the plan. A failure to vote will not be counted as a rejection of the plan. Each creditor will also doubtlessly be interested in the schedule of the payments to be made to each of them. Only after reviewing it, in Article IV below, can they be reasonably expected to determine whether they are being treated as the law requires.

BACKGROUND AND OVERVIEW OF DEBTOR

CJTH Investments, LLC was formed in April of 2014 to purchase Lisa Hill Inc. This company is the entity that operates Party Plus Warehouse, Gayle's Wedding and Party Rentals and First Class Tuxedos. The business has provided party supplies, wedding rentals, and tuxedo rentals to the West Texas area for over 25 years.

In 2015, CTJH Investments, LLC planned for a big Halloween because it fell on a Saturday. The company was relying on information given to it by the industry. Unfortunately, sales did not do as well as was expected. The company was left with a tremendous amount of left over inventory.

In 2016, CTJH Investments, LLC expanded by opening a second location. The location it picked did not work out and the locations was closed at the end of 2016. Halloween in 2016 was down industry wide from 15% to 40%. The Debtor escaped with a seven per cent (7%) decrease on total sales because of the company's two locations and its temporary Halloween store. As a result of the slow Halloween sales, in 2016 the company was left with a tremendous amount of inventory.

The Debtor filed for Chapter 11 bankruptcy on January 23, 2017.

2017 looks to be a promising year. We have moved the 2nd store to a better location that saves the company money on rent and is a short-term lease only good through the end of the year incase things don't work out. 2017 is a year we are going to watch inventory purchases very closely and have already made the decision to only spend fifty per cent (50%) of what we spent on Halloween in 2017.

ARTICLE I SUMMARY

1.01 This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of CTJH Investments, LLC (the "Debtor") from cash flow from operations, or future income.

1.02 This Plan provides for three classes of secured claims; zero classes of unsecured claims; and one class of equity security holders. This Plan also provides for the payment of administrative and priority claims in full on the effective date of this Plan with respect to any such claim: the only claimant being the Tarbox Law, P.C.

1.03 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

- 2.01 **Administrative Payments:**
Tarbox Law, P.C. (attorneys), in the approximate balance of \$15,000.
- 2.02 Class 1. State and Federal Tax Claims.
- Class 1A: The **Internal Revenue Service**. Total Claim is \$6,793.05, all of which constitutes claimant's unsecured priority claim under section 507(a)(8) of the Bankruptcy Code.
- Class 1B: The **Texas Comptroller of Public Accounts**. The claim is a priority claim in the amount of \$7,234.88, all of which constitutes claimant's unsecured priority claim under section 507(a)(8) of the Bankruptcy Code..
- Class 1C: The **Texas Workforce Commission** The claim is a priority claim in the amount of \$403.97, all of which constitutes claimant's unsecured priority claim under section 507(a)(8) of the Bankruptcy Code..
- 2.03 Class 2. **Lubbock County Appraisal District** Property Tax Claims. Total claim: Secured claim in the amount of \$3,074.98 for years 2016 and 2017.
- 2.04 Class 3. The claim of **Aim Bank** is scheduled in the amount of \$269,387.63, secured by the inventory of Party Plus Warehouse, Party Plus 2, and Halloween Warehouse. It is estimated that the value of the inventory is approximately \$208,306.06.
- 2.05 Class 4 The claim of **Aim Bank** is scheduled in the amount of \$4,363.88, secured by a 2006 Ford F250 Super Duty Crew Cab XL Pickup 4D 8 ft. bed. It is estimated that the value of the vehicle is approximately \$3,713.00.
- 2.06 Class 5 The claim of **Aim Bank** is scheduled in the amount of \$6,341.28, secured by a 2010 Chevrolet Box Truck. It is estimated that the value of the vehicle is approximately \$7,500.00.
- 2.07 Class 6. The claim of **Bluevine Lending** is scheduled in the amount of \$20,043.00, secured by the inventory of Party Plus Warehouse, Party Plus 2, and Halloween Warehouse. Since the claim of AIM Bank is greater than the value of inventory, there is no collateral to secure this claim; therefore, the claim is unsecured and will be treated in Class 11.
- 2.08 Class 7. The claim of **Everest Business Funding** is claimed in the amount of \$34,848.40, secured by the inventory of Party Plus Warehouse, Party Plus 2, and Halloween Warehouse. Since the claim of AIM Bank is greater than the value of inventory, there is no collateral to secure this claim; therefore, the claim is unsecured and will be treated

in Class 11.¹

- 2.09 Class 8. The claim of **Lending Club** is scheduled in the amount of \$20,000.00, secured by the inventory of Party Plus Warehouse, Party Plus 2, and Halloween Warehouse. Since the claim of AIM Bank is greater than the value of inventory, there is no collateral to secure this claim; therefore, the claim is unsecured and will be treated in Class 11.
- 2.10 Class 9. The claim of **Lisa Hill, Inc.** is filed in the amount of \$62,750.00, secured by the inventory of Party Plus Warehouse, Party Plus 2, and Halloween Warehouse. Since the claim of AIM Bank is greater than the value of inventory, there is no collateral to secure this claim; therefore, the claim is unsecured and will be treated in Class 11.
- 2.11 Class 10. The claim of **On Deck Capital, Inc.** is scheduled in the amount of \$178,678.40, secured by the inventory of Party Plus Warehouse, Party Plus 2, and Halloween Warehouse. Since the claim of AIM Bank is greater than the value of inventory, there is no collateral to secure this claim; therefore, the claim is unsecured and will be treated in Class 11.
- 2.12 Class 11. The scheduled claims of **unsecured creditors** totals \$530,777.79. (List of unsecured claimant, and the amount of their respective claims, is set forth in Exhibit "A")
- 2.13 Class 12. **Member interests** of the Debtor, 50% of which is held by David Hodges of Lubbock, Texas and 50% of which is held by Kimberly Hodges of Lubbock, Texas.

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

- 3.01 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 VIII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.
- 3.02 Priority Tax Claims. Each holder of a tax claim will be paid in full for the period set forth in this Plan (as described in Article IV).
- 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.

¹ The Debtor has objected to this claim amount. Debtor believe claim should be \$28,022.76.

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
Administrative Claim of Tarbox Law, P.C. in the approximate amount of \$15,000.	not applicable	To be paid upon the effective date of the Plan unless other arrangements are made between the Debtor and Tarbox Law, P.C.
<u>Class 1A.</u> Priority claim of the Internal Revenue Service in the approximate amount of \$6,793.05.	Impaired	Debtor will pay 10 semi-annual payments beginning July 25, 2017 in the amounts of \$776.17 (the next payment being made on January 23, 2018) until the claim is paid in full. Interest accrues at 5%.
<u>Class 1B.</u> Priority claim of the Texas Comptroller of Public Accounts in the approximate amount of \$7,234.88.	Impaired	Debtor will pay 10 semi-annual payments beginning July 25, 2017 in the amounts of \$826.65 (the next payment being made on January 23, 2018) until the claim is paid in full. Interest accrues at 5%.
<u>Class 1C.</u> Priority claim of the Texas Workforce Commission in the approximate amount of \$403.97.	Impaired	Debtor will pay 1 payment on July 25, 2017 in the amounts of \$414.07. Interest accrues at 5%.
<u>Class 2.</u> Secured property tax claim of Lubbock County Appraisal District in the approximate amount of \$3,074.98.	Impaired	Debtor will pay 4 semi-annual payments beginning July 25, 2017 in the amounts of \$887.41 (the next payment being made on January 23, 2018) until the claim is paid in full. Claimant would retain its lien until claim is fully satisfied. Interest accrues as 12.0%.

<p><u>Class 3.</u> Secured claim of AIM Bank in the approximate amount of \$269,387.63, secured by Debtor’s inventory. The valued of the inventory is estimated to be \$211,383.04.</p> <p>Claimant is also secured by a 2002 C &M Cargo Trailer (valued at \$2,000.00) and a 1997 Chevrolet Astro, valued at \$500.00.</p> <p>Claimant is also secured by Debtor’s office equipment, valued at \$52,000.00.</p>	<p>Unimpaired</p>	<p>Debtor will pay 12 semi-annual payments beginning December 15, 2017 in the amounts of \$31,128.56² and all subsequent payments being \$25,920.17 each (the next payment being made on June 15, 2018) until the claim is paid in full. Claimant would retain its lien until claim is fully satisfied. Interest accrues as 5.0%.</p> <p>The unsecured portion totaling \$3,504.49 will be treated in Class 11 as an unsecured claim.</p>
<p><u>Class 4</u> Secured claim of AIM Bank in the approximate amount of \$4,363.88. Claim is secured by a 2006 Ford F250 Pickup. It is estimated that the value of the vehicle is approximately \$3,713.00.</p>	<p>Impaired</p>	<p>Debtor will pay 6 semi-annual payments beginning July 25, 2017 in the amounts of \$674.10 (the next payment being made on January 23, 2018) until the claim is paid in full. Claimant would retain its lien until claim is fully satisfied. Interest accrues as 5.0%.</p> <p>The unsecured portion totaling \$650.88 will be treated in Class 11 as an unsecured claim.</p>

²

The payment includes an interest adjustment of \$5,208.39.

<p><u>Class 5</u> Secured claim of AIM Bank in the approximate amount of \$6,341.28, Claim is secured by a 2010 Chevrolet Box Truck. It is estimated that the value of the vehicle is approximately \$7,500.00.</p>	<p>Impaired</p>	<p>Debtor will pay 8 semi-annual payments beginning July 25, 2017 in the amounts of \$884.40 (the next payment being made on January 23, 2018) until the claim is paid in full. Claimant would retain its lien until claim is fully satisfied. Interest accrues as 5.0%.</p> <p>There is no unsecured balance.</p>
<p><u>Class 6</u> Secured claim of Bluevine Lending in the amount of \$20,043.00, secured by Debtor's inventory.</p>	<p>Impaired</p>	<p>There is no remaining value remaining in claimant's collateral, since such collateral is totally applied to the claim in Class 3.</p> <p>The unsecured portion totaling \$20,043.00 will be treated in Class 11 as an unsecured claim.</p>
<p><u>Class 7</u> Secured claim of Everest Business Funding in the amount of \$34,848.40, secured by Debtor's inventory.</p> <p>The Debtor has objected to this claim amount. Debtor believe claim should be \$28,022.76.</p>	<p>Unimpaired</p>	<p>There is no remaining value in claimant's collateral, since such collateral is totally applied to the claim in Class 3.</p> <p>The unsecured portion totaling \$28,022.76 will be treated in Class 11 as an unsecured claim.</p>
<p><u>Class 8</u> Secured claim of Lending Club in the amount of \$20,000.00, secured by Debtor's inventory.</p>	<p>Unimpaired</p>	<p>There is no remaining value in claimant's collateral, since such collateral is totally applied to the claim in Class 3.</p> <p>The unsecured portion totaling \$20,000.00 will be treated in Class 11 as an unsecured claim.</p>

<p><u>Class 9</u> Secured claim of Lisa Hill, Inc. in the amount of \$62,750.00, secured by Debtor's inventory.</p>	<p>Impaired</p>	<p>There is no remaining value in claimant's collateral, since such collateral is totally applied to the claim in Class 3.</p> <p>The unsecured portion totaling \$62,750.00 will be treated in Class 11 as an unsecured claim.</p>
<p><u>Class 10</u> Secured claim of On Deck Capital, Inc. in the amount of \$178,678.40, secured by Debtor's inventory.</p>	<p>Impaired</p>	<p>There is no remaining value in claimant's collateral, since such collateral is totally applied to the claim in Class 3.</p> <p>The unsecured portion totaling \$178,678.40 will be treated in Class 11 as an unsecured claim.</p>
<p><u>Class 11</u> Unsecured claims in the total amount of \$408,938.95.</p>	<p>Impaired</p>	<p>Claimants will be paid 50% of their respective claims. Each will be paid pro-rata basis. Each will receive monthly checks for a period of 10 years, beginning July 25, 2017, with interest beginning to run at that time at 3.0%. Monthly checks will total \$1,974.37.</p>
<p><u>Class 12</u> Member Interests of the Debtor, 50% of which is held by David Hodges of Lubbock, Texas, and 50% of which is held by Kimberly Hodges, both of Lubbock, Texas.</p>		<p>David Hodges and Kimberly Hodges will retain their membership interests and rights in this Limited Liability Company.</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 [by a final non-appealable order], 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 [by a final non-appealable order].

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 Procedures

ARTICLE VI
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes the following executory contract effective upon entry of the Order approving the factoring motion [doc. no. 72]:

Name of Other Parties to Lease or Contract	Description of Contract or Lease
Bepin Properties, LLC 4602 130th Street Lubbock, TX 79424	Party Plus Store located at 6520 University Avenue, Space 10, Lubbock, Texas 79413. Debtor wishes to assume this lease.
Dan Henly 202 36th Street Lubbock, TX 79404	Warehouse located at 3416 Avenue A, Lubbock, Texas 79404. Debtor wishes to assume this lease. Rent: \$1,800.00 per Month.
Geneva Capital, LLC 522 Broadway Street Suite 4 Alexandria, MN 56308	Roland VS540 Printer Lease. Lease Agreement Number: 47276. Monthly Payment: \$402.00 Debtor wishes to assume this lease. Term remaining: 37 months

Name of Other Parties to Lease or Contract	Description of Contract or Lease
Hartford Lubbock Limited Partnership II Attn: Neil H. Ellis PO Box 1270 Manchester, CT 06045-1270	Lease on former location. Location: Lubbock Parkade Shopping Center, 7020 Quaker Avenue, Lubbock, Texas Debtor occupied space for 4 months. Debtor is rejecting this lease. Annual Rent (Months 1-3 was \$61,295.00, Months 4-5 was \$66,010.00) 4 Years, 7 Months remaining
Hunter Sky Capital, LLC c/o Alliance Realty Services 6306 Iola, Suite 200 Lubbock, TX 79424	Lease on Building that contains Party Plus 2. Unit No. 500 at Commons West, located at 6616 Milwaukee Avenue, Lubbock, Texas. Monthly Rent: \$3,064.00 Lease Expires: December 31, 2017. Debtor wishes to assume this lease. Term remaining: 11 months

(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 twenty (20) days after the date of the order confirming this Plan.

ARTICLE VII
MEANS FOR IMPLEMENTATION OF THE PLAN

7.01 A schedule of Debtor’s cash flow projection is attached hereto as Exhibit “B”. Debtor’s Liquidation Analysis is attached hereto as Exhibit “C”.

7.02 The Plan becomes effective 10 days following confirmation.

7.03 David Hodges is and will remain the President of CTJH Investments, LLC.

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 twentieth business day following the date of the entry of the order of confirmation. But if a stay of the confirmation order is in effect on that date, the effective date will be the first business day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

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 Texas govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

8.07 Administrative Claims. Administrative claimants consist of the claims of the Debtor's professionals retained to work in this case.

8.08 Secured Claims. A secured claim is a claim that gives the creditor a lien against the debtor's property to be paid to cover the amount owed. A lien is an interest in real or personal property securing a debt.

8.09 Unsecured Claims. Unsecured claims are those where the lender can't reclaim property. These creditors lent or advanced money based only on the debtor's promise to pay. Examples of unsecured claims would be claims derived from credit cards, medical bills, and suppliers.

ARTICLE IX **NO DISCHARGE OF DEBTOR**

9.01 No Discharge. In accordance with § 1141(d)(3) of the Code, the Debtor will not receive any discharge of debt in this bankruptcy case.

ARTICLE X **RETENTION OF JURISDICTION**

Section 15.1 The Court shall retain jurisdiction of this case pursuant to the provisions of Chapter 11 of the Bankruptcy Code until the final allowance or disallowance of all claims and final determination with respect to all matters including the following:

- a. To enable the Debtor to consummate any and all proceedings that they may bring to set aside liens or encumbrances to determine the validity, extent and enforceability of any lien or to recover any preferences, transfer, assets or damages to which it may be entitled under applicable provisions of the Bankruptcy Code or other federal, state, or

local law. Specifically, the Debtor shall be authorized before or after confirmation to bring any action against any party arising before or after confirmation;

b. To adjudicate all controversies concerning the classification or allowance or reconsideration of allowances of any claim or any security interest, including without limitation, to liquidate claims in connection with any disputed, contingent or unliquidated claims;

c. To hear and determine all claims arising from the rejection or assumption of any executory contracts, including leases and to consummate the rejection and determination thereof;

d. To adjudicate all claims to a security or ownership interest in any of the Debtor's property or any proceeds thereof;

e. To adjudicate all claims or controversies arising out of any purchases, sales, or contracts made or undertaken by the Debtor during the pendency of the proceedings;

f. To recover all assets and properties of the Debtor wherever located;

g. To adjudicate all claims pertaining to preferences and fraudulent transfers;

h. To apply to the Court any time after confirmation for authority to consummate a sale of the estate assets, provided, the Debtor shall not be required to do so, as long as the Debtor is otherwise in compliance with the provisions of the plan;

i. To determine the reasonableness of and make any award for administrative expenses, including attorney's fees applied for before or after the plan confirmation date, and to provide for payment thereof; and

j. To determine the value of the claimant's collateral, if such value or values are in dispute.

ARTICLE XI **OTHER PROVISIONS**

11.01. Does the Debtor Have Enough Money and Earnings to Make the Payments Called for in the Plan?

Yes. The Debtor will pay its plan obligations from its business operations.

11.02 Are There Any Alternatives to This Plan?

The only alternative is liquidation. It is uncertain that unsecured creditors would receive anything if the Debtor were to liquidate. Nevertheless, the Debtor intends to pay its claimants in full, plus interest, through its plan.

11.03 Is There Any Risk That the Plan Might Not Succeed?

Yes. The Debtor cannot predict the future, but it believes it can make the proposed plan payments.

11.04 Are There Any Tax Effects of This Plan?

- A. Tax Effects for the Debtor: The Debtor does not believe that this plan creates any special tax consequences.
- B. Tax Effects to Creditors: Creditors should consult with their own tax advisor.

11.05 Debtor's Obligation to the U.S. Trustee

During the pendency of this bankruptcy case, the Debtor will comply with all regulations promulgated by the Office of the U.S. Trustee, including remaining current on all quarterly fees assessed against the estate by the U.S. Trustee.

11.06 What to Do for More Information?

Creditors should talk with a lawyer about their rights and responsibilities in this case. Creditors should have their lawyers call the lawyer for the Debtor. The Debtor's lawyer is:

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Lubbock, Texas 79401
(806) 686-4448 Fax: (806) 368-9785
max@tarboxlaw.com

If a Creditor does not have a lawyer but still wants more information, that Creditor can call the Debtor's lawyer directly. However, remember that the Debtor's lawyer cannot give creditors legal or financial advice because the Debtor's lawyer represents the Debtor, not creditors.

Dated: May 17, 2017

Respectfully submitted,

By: /s/ David Hodges
David Hodges
Managing Member of
CTJH Investments, LLC
The Plan Proponent

By: /s/ Max R. Tarbox
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