



**I.**  
**INTRODUCTION**

Kyeung-Guk Min , the debtor-in-possession in this Chapter 11 case (hereinafter "Min" or the "Debtor"), prepared this Second Amended Disclosure Statement in order to disclose information that is material and necessary for the creditors to arrive at a reasonably informed decision in exercising their right to accept or reject the Plan of Reorganization (hereinafter the "Plan"), which is on file with the Bankruptcy Court. A copy of the Plan is filed with this Disclosure Statement.

The legal standards governing this Disclosure Statement are set forth in Section 1125 of Title 11 of the United States Code. The Court has determined that this Disclosure Statement contains adequate information in that it provides you with sufficient information upon which to base your decision to accept or reject the Plan, i.e., the degree and detail of information that a reasonably prudent investor in the Debtor would have the right to expect before making a decision to invest.

The Debtor filed a voluntary petition under chapter 11, title 11, of the United States Code (the "Code") with the United States Bankruptcy Court for the Eastern District of Virginia at Alexandria, (the "Court") on September 14, 2014 (the "Filing" or "Petition" Date).

Defined terms are capitalized in the Disclosure Statement and Plan and are defined in the Plan.

**II.**  
**HISTORY OF THE DEBTOR**

**A. History of Kyeung-Guk Min**

Mr. Min is an individual residing in Centreville, VA. He has considerable experience operating car washes. He has been doing so since 2006. Currently, he operates 2 car washes, SeCar Auto Wash, Inc., in Falls Church, VA; Adams Auto Wash, Inc., which has two locations, one in Greenville NC and one in Goldsboro, NC. SeCar at Rich, LLC operated in Richmond, VA. Due to a foreclosure, this entity has ceased operations.

Mr. Min also has residential rental properties which he owns with his non-filing spouse: 5768 Janney's Mill Cir., Haymarket VA; 4085 Columbia Pike, Arlington, VA; 5412 Pachysandra La., Centreville, VA.

Mr. Min owns an office suite at 22611 Markey Ct., #114, Sterling, VA.

Mr. Min nets between \$6,000 and \$7,500/month from these businesses.

**B. Events Leading to Chapter 11 Filing.**

Debtor went into the construction business in July 2009 by starting the KCT Group, Inc. Prior to

this, the Debtor was involved in the car wash and computer consulting businesses.

In winter of 2013, bad weather resulted in KCT being forced to cease work for an extended period of time. Under the contracts in place at the time, KCT was unable to collect its receivables in a timely fashion from the owners and prime contractors due to this delay. KCT was not successful in its attempts to continue operating due to the cash flow shortage which was occasioned by this situation. KCT essentially ran out of operating capital in August of 2014.

**C. Reasons for Chapter 11 Filing.**

The Debtor was faced with significant claims from bonding companies, suppliers, subcontractors and owners due to his personal guarantees of some of the debts of KCT.

In addition, Debtor had an investor, Sang Wook Kim, in the Adams Auto Wash business and the SeCar at Rich business. This investor insisted on operating the businesses, leaving Debtor in a “hands-off” posture. In September 2013, Debtor discovered that the investor had failed to make payroll tax deposits and had missed mortgage payments, so Debtor took over the operation of this business. However, in the interim, the investor’s manager had mismanged the business and this resulted in a loss of approximately 30% of the gross revenue of the business compared to the date on which Debtor purchased the business. Because of the secured debt, the Debtor was not able to sell the business. Debtor had also personally guaranteed many of the debts of this business. The investor also refused to contribute additional capital to cover the losses. The investor breached the Investment Agreement between himself and the Debtor. The investor also transferred funds from Adams Auto Wash to SeCar at Rich and caused other financial problems in the operations of this business.

**D. Creditors' Committee.** No creditors’ committee has been appointed.

**E. Post Petition Events.** Since the filing of the Petition, the 6100 Nine Mile Rd., Richmond, VA was foreclosed on by the assignee of PNC Bank. The claim secured by a second-position deed of trust on the property at 4085 Columbia Pk., Arlington, VA is subject to a lift-stay in favor of Nationstar Mortgage. Disposition of this matter is subject to ongoing negotiations and loan modification consideration. Debtor has been sued by Jong Lim and Song Lim on a personally guaranteed debt. Debtor takes the position that he has no liability on this guarantee and the Plan proposes to pay these creditors nothing. On or about April 14, 2016, Debtor’s counsel discovered that Debtor has a claim against Jerry Dagggle for refund of a deposit for the purchase of the stock of Edsall Park Auto Care, Inc. (A Virginia corporation). Debtor filed an adversary proceeding in the Bankruptcy Case to recover the balance due from Mr. Dagggle, which is now \$68,661.07. Interest continues to accrue on this debt at the rate of 12%/annum compounded monthly. Mr. Dagggle is in default in the adversary proceeding.

**F. Cash Collateral Order.** There is no cash collateral order in place and none is contemplated.

**G. Post-Petition Financing.** None

**H. Monthly Operating Reports; Post-Petition Performance.** The Debtor has filed Monthly Operating Reports with the Bankruptcy Court and the Office of the United States Trustee through the period ending May, 2016.

**III.  
CONFIRMATION REQUIREMENTS AND DEBTOR'S RECOMMENDATION**

**A. Confirmation Requirements.**

In order to be confirmed (i.e. approved) by the Court, the Plan or its proponent must (among other requirements set forth in Section 1129 of the Code):

1. Disclose all compensation paid or promised for professional services rendered or to be rendered in connection with the case;
2. Disclose the identity and affiliations of all officers to serve after the Plan is confirmed and the compensation of any insiders to be employed after confirmation;
3. Propose to distribute to each member of a Class of claimants property at least equal in value to what the claimant would receive if the Debtor's assets were liquidated on the date of the Confirmation hearing, and distributed to creditors according to their rights and priorities under law;
4. Propose to pay all Administrative Claims in full, or on such other terms as the Administrative Claimants and the Debtor may agree;
5. Propose to pay all Priority Claims in full in cash on the Effective Date or deferred payments equal to the allowed priority claims as of the Effective Date, including allowed Priority Tax Claims plus statutory interest within six years from the date or dates of assessment.

Since there are Impaired Classes of Claims under the Plan, confirmation of the Plan will require, among other things, that at least one Class of Impaired Claims votes to accept the Plan. Generally, a Class of claims as to which legal, equitable or contractual rights are altered is "Impaired." In order for an Impaired Class of Claims to accept the Plan, votes representing at least two-thirds (2/3) in amount and more than one-half (1/2) in number of claims voting in that Class must be cast in favor of the Plan. Under the Plan, there are eleven (11) Impaired Classes and sub-Classes.

The compensation of professionals serving the Debtor has been or will be satisfied in full by the Debtor and no assets or income of the Debtor will be funded through the Plan for this purpose.

**B. Absolute Priority Rule**

Bankruptcy law imposes the so-called “Absolute Priority Rule” which must be satisfied in order for this Plan to be confirmed. Briefly, that Rule means that claims must be paid in their order of priority. For purposes of this Plan, §507 of the Bankruptcy Code lists the priority for payment of creditors and others entitled to payment.

The priority of claims relevant to this Plan is as follows:

1. Administrative costs, including US Trustee fees and fees incurred by Debtor’s counsel.
2. Governmental claims for taxes required to be collected or withheld for which Debtor is liable in any capacity.
3. General unsecured claims.

Additionally, if the Debtor is liable for debts secured by property, these claims must be paid if the Debtor does not surrender the property.

In this case, administrative costs will be determined. In the event that the Internal Revenue Service assesses the Debtor for unpaid wage withholding taxes incurred prior to the date on which this bankruptcy case was commenced, payments to general unsecured creditors will be suspended until these claims are paid. The Bankruptcy Code requires priority withholding assessments to be paid within 60 months of the date of assessment. In the event that the Debtor is assessed personally for any such taxes, the United States Trustee, the Court and you will be notified and a revised schedule of payments will be set.

The claim of the Internal Revenue Service in the amount of \$56,994.45, with no interest, will be paid at the rate of \$999.90 per month over a period of 60 months beginning in the month following the Effective Date. Assuming that the Effective Date is August 1, 2016, the claim will be paid over 60 months from April 20, 2016, or over 57 months from August 1, 2016. This payment amount will be adjusted based on the Effective Date as finally determined, without further modification of this Plan.

Additionally, §1129(b)(7)(A)(ii) of the Bankruptcy Code provides that in order for a Plan to be confirmable, each impaired class of claims will receive on account of its claim property or payments which, as of the Effective Date, would be not less than the claim holder would receive if the Debtor were liquidated under Chapter 7. Per the analysis in this Disclosure Statement, this requirement is met.

**C. Effects of §1129(b)(15) of the Bankruptcy Code.**

§1129(b)(15) of the Bankruptcy Code states that where a debtor is an individual, as is the case here, and where the holder of an allowed unsecured claim objects to confirmation of the Plan,

either the claim must be paid in full or the Debtor must pay over to the creditors an amount which represents the Debtor's projected disposable income over a 5-year period, beginning on the first date set for a payment under the Plan or the term of the Plan, whichever is longer. The Plan provides for a 120-month term for payment of the general unsecured claims. The term may be extended if such payments are suspended due to the requirement of the Debtor to pay priority tax claims. Based on the information in this Disclosure Statement, the Plan meets the requirements of §1129(b)(15) of the Bankruptcy Code because the Plan payments equal the Debtor's projected disposable income over the 120 month period.

**D. Recommendation of the Debtor.**

The Debtor believes that the Plan is in the best interests of its creditors, and will permit the best possibility of recovery for all interested parties. In arriving at this conclusion, the Debtor considered: (i) the estimated liquidation value of Debtor's assets and the fact that the creditors would likely receive less in connection with a forced liquidation of Debtor's assets than if the Debtor were to continue to operate; and (ii) the Debtor's anticipated future cash flow from the continued operation of the car wash businesses and receipt of rent from the rental properties. The Debtor believes that, based upon the above factors, and others, the Plan is fair and in the best interest of all parties.

**IV.  
OVERVIEW OF THE PLAN**

**A. General Structure of the Plan.**

Set forth below is a summary description of the Plan which highlights its major terms and provisions. The summary is qualified in its entirety by reference to the provisions of the Plan itself which accompanies this Disclosure Statement. In the event of any inconsistency between the Plan and this Disclosure Statement the terms of the Plan shall control.

The Plan provides that the secured real property consisting of the Debtor's residence, and the debts secured by the rental properties at 4085 Columbia Pike, Arlington, VA, the payments on which are current, will continue to be paid according to the terms of the loans.

The Claims secured by Debtor's interests in 3009 Annandale Rd., Falls Church, VA, which is the operating location of SeCar Auto Wash, Inc., and in the North Carolina properties which are the operating locations of Adams Auto Wash, Inc. the payments on which are current, will continue to be paid according to the terms of the loans.

Claims secured by Debtor's interest in the stock of Adams Auto Wash, Inc. the payments on which are current, will continue to be paid according to the terms of the loans.

The Claim secured by 22611 Markey Ct., Sterling, VA, which is Debtor's office building, the payments on which are current, will continue to be paid according to the terms of the loans.

In the event that the Debtor is not able to continue to make payments on these Claims, the properties secured by the debts will be surrendered to the secured creditors in full satisfaction of their respective Claims.

The secured claim of Wilshire Bank will continue to be paid according to its terms to Wilshire Bank, the lender related purchase money note for \$2,730,153 secured by a first position deed of trust secured by Debtor’s property at 3009 Annandale Rd., Falls Church VA. This property is operated as a carwash by SeCar Auto Wash, Inc. a Virginia corporation owned 100% by Debtor. Confirmation of the Plan will act as a reaffirmation by the Debtor of this loan, and Debtor’s obligations pursuant to the Loan and any related security instruments will not be affected by this Plan. This Claim is not Impaired.

With respect to the following claims, the Debtor is seeking to negotiate loan modifications. If the Debtor is successful, then the Debtor will retain the collateral and make payments to the secured creditors under the terms of the modified loans. In the event that the Debtor is not able to continue to make payments on these Claims, the properties secured by the debts will be surrendered to the secured creditors in full satisfaction of their respective Claims: Claims secured by the premises at 5768 Janney’s Mill Cir., Haymarket, VA; and the claim secured by a second-position deed of trust on the property at 4085 Columbia Pk., Arlington, VA. The court has approved a lift-stay on the Columbia Pike property.

Ford Motor Credit repossessed four trucks owned by the Debtor, as listed on Schedule B of the Schedules. The Plan proposes that this repossession fully satisfies all Debtor’s obligations to this creditor and that it will receive no distribution under the Plan.

Class 2, Allowed Claims will be paid, if the Creditor elects, in the amount of one-half of the Plan Payment, but over a period of 12 months instead of 120 months. For example, if an electing Creditor’s Plan Payment under Class 3 would be \$300, the Creditor could elect to be classified as a Class 2 Creditor. If that election is made, the electing Creditor would be paid a total of \$150 over a 12-month period instead of a 120 month period. The payment of this electing Creditor would be \$12.50/month for 12 months instead of \$2.50/month for 120 months. This election is made by sending a written statement to Debtor’s attorney, whose name and address are at the end of this document. This statement must be received within 30 days of the Effective Date.

Class 3 Claims of general unsecured creditors will be paid *pro rata* at the rate of 10% of the Allowed amount, over 120 months, with a distribution of the *pro rata* amount of \$2,420.51/month. The total Plan Payment and the Monthly Payment will be reduced by the electing Class 2 Claims.

	<u>As-Scheduled</u>	<u>Plan Pmt</u>	<u>Monthly Pmt</u>
American Builders & Contractors	0.00	Pd Am Cas	0.00
American Security Casualty Ins Co	1,800,000.00	180,000.00	1,500.00
AMEX	240,162.00	24,016.20	200.14

AMEWX - Plum	2,287.00	228.70	1.91
AMEX - Blue	50,987.00	5,098.70	42.49
Bank of America	6,000.00	600.00	5.00
Bank of America	32,193.00	3,219.30	26.83
Capital One	8,914.00	891.40	7.43
Capital One	10,428.00	1,042.80	8.69
Cardinal Bank	Settled	See below	0.00
Chase	8,567.00	856.70	7.14
Chase	30,336.00	3,033.60	25.28
Chase	18,199.00	1,819.90	15.17
Chase	29,943.00	2,994.30	24.95
Citibank	14,952.00	1,495.20	12.46
Citicard CBNA	48,907.00	4,890.70	40.76
Citicard CBNA	14,852.00	1,485.20	12.38
Daewoo Kang	80,000.00	8,000.00	66.67
Discover	12,897.00	1,289.70	10.75
Home Depot	6,106.00	610.60	5.09
JP Morgan Chase Unsecured	87,145.15	8,714.52	72.62
Me Kyoung Kim	80,000.00	8,000.00	66.67
Morris Ginsburg	0.00	Pd Am Cas	0.00
PNC Bank	Settled	See below	0.00
Redmond Peyton	875.00	87.50	0.73
Synchrony Bank	3,274.00	327.40	2.73
Terry Lynn PLLC	80,000.00	8,000.00	66.67
Union First	Settled	See below	0.00
US Bank	22,144.00	2,214.40	18.45
Walki Min	120,000.00	12,000.00	100.00
Wells Fargo Bank	<u>95,449.00</u>	<u>9,544.90</u>	<u>79.54</u>
Total	2,904,617.15	290,461.72	2,420.51
Plan Pmts	2,420.51		
Columbia Pk Secured Portion	230.14		
Cardinal Bank	2,053.05		
PNC Bank	500.00		
Union First	<u>2,000.00</u>		
	7,203.70		

The Allowed Claim of Cardinal Bank is in the amount of \$262,644.00. Cardinal Bank filed an adversary proceeding to hold its claim nondischargeable. The parties settled this claim without admitting any liability and without abandoning any grounds for determining nondischargeability. Pursuant to the settlement, the Debtor agrees that this amount is nondischargeable and agrees to

pay the claim at the rate of \$2,053.05/month at the stipulated interest rate until paid. This payment will be made along with payments to unsecured creditors, above, and the payments will commence on the month following Plan confirmation. This Creditor has also agreed to vote in favor of Plan Confirmation.

Union First Bank filed an adversary proceeding to hold its claim nondischargeable. The parties settled this claim without admitting any liability and without abandoning any grounds for determining nondischargeability. Pursuant to the settlement, the Debtor agrees that \$250,000.00 nondischargeable and agrees to pay the claim at the rate of \$2,000.00/month without interest until paid. This payment will be made along with payments to unsecured creditors, above, and the payments will commence on the month following Plan confirmation. This Creditor has also agreed to vote in favor of Plan Confirmation.

PNC Bank filed an adversary proceeding to hold its claim nondischargeable. The parties settled this claim without admitting any liability and without abandoning any grounds for determining nondischargeability. Pursuant to the settlement, the Debtor agrees that \$10,000.00 nondischargeable and agrees to pay the claim at the rate of \$500.00/month without interest until paid. This payment will be made along with payments to unsecured creditors, above, and the payments will commence on the month following Plan confirmation. This Creditor has also agreed to vote in favor of Plan Confirmation.

JP Morgan Chase Bank has agreed to bifurcate its claim secured by a second position deed of trust so that \$20,918.25 is treated as secured, and \$87,145.15 is treated as a general unsecured claim. Payments on the secured portion of this claim in the amount of \$230.14 are to commence on February 1, 2016. This secured portion will bear interest at the rate of 5.8% *per annum* compounded monthly, and the payments will be made over a 120 month period. JP Morgan Chase has agreed to vote in favor of the Plan.

The general unsecured Claim of American Safety Casualty Insurance Company is in litigation. This Creditor has revised its original claim to a total of \$974,250, and has informed Debtor's legal counsel that it will revise its claim to \$1,800,000 and so this is the claim amount specified in the Plan. This Creditor filed an adversary proceeding seeking to hold this debt nondischargeable. The Bankruptcy Court ruled in favor of the Debtor, and the ruling of the Bankruptcy Court was affirmed by the United States District Court for the Eastern District of Virginia. The Creditor appealed this case to the United States Court of Appeals for the 4<sup>th</sup> Circuit, and no briefs have been filed as of the date of this Plan. The parties engaged in active negotiations to settle this Claim but have not yet finalized the terms of the settlement. Any settlement would require the approval of the Bankruptcy Court. The settlement will be incorporated into a Plan Amendment which specifies its terms. If the claim is not settled, the parties will resolve the amount of the Claim based on the audit of the balance claimed by this Creditor.

The Internal Revenue Service ("IRS") has filed a Proof of Claim in the amount of \$7,500, claiming priority. This Claim was ultimately withdrawn because, after audit, the Internal

Revenue Service determined that there is no amount due.

Additionally, due to the failure of KCT Group, Inc. and Adams Auto Wash, Inc. to fully pay all wage taxes when due, the IRS and the Commonwealth of Virginia and the State of North Carolina may assess all or a portion of the unpaid wage taxes against the Debtor. Debtor does not believe that he has any personal liability for unpaid wage taxes and will contest any proposed assessment against him personally.

In the event of such an assessment, payments to the Class 2 and Class 3 claim payments will be suspended until any of these tax assessments are paid. Under the Bankruptcy Code, tax assessments against a Debtor of this type must be paid within 60 months of the date of assessment, and so payments to Class 2 and 3 Claims would be suspended until the month after the payments of the tax claims are paid.

Class 4 Claims is the claim of the Internal Revenue Service, described above, for unpaid wage tax in the amount of \$56,994.45. This claim will be paid over 57 months at \$999.90/month, without interest.

Class 5 Claims are disputed, and no payment is proposed to be made to these claims under the Plan. These Claims were originally scheduled by the Debtor. Three of these creditors filed a Proof of Claim in this Case. The Bankruptcy Court, acting on Debtor's Objection to Proof of Claims, disallowed these three claims. Upon Confirmation of the Plan, any debts related to these Claims will be discharged as against the Debtor. Quoting from the Plan:

<u>Claimant</u>	<u>Amount</u>	<u>Basis for Dispute</u>
A. Sang Wook Kim	\$900,000	Mr. Kim invested \$800,000 in Adams Auto Wash, Inc. (Net of a repayment of \$100,000). Debtor acquired the Adams Auto Wash business in 2007 for \$4.75MM. Mr. Kim insisted on operating Adams Auto Wash business between 2007 and September of 2013. While operating this business, Mr. Kim was incompetent and the gross revenue was reduced by 30% of the original revenue. Additionally, without informing the Debtor, Mr. Kim neglected to make payroll tax deposits with IRS and the State of North Carolina. He also missed mortgage payments. Debtor took over operations in October of 2013 and has attempted to remedy these problems. As a result of this incompetent management, the business is currently worth less than \$3.5MM and cannot be sold for enough to cover the Secured and Priority debts. Mr. Kim refused to contribute his share of the accumulated losses of Adams Auto Wash despite demand. Mr. Kim did not file a Proof of Claim. Upon confirmation of the Plan, the UCC-1 security interest

filing by Mr. Kim will be released. Additionally, Mr. Kim mismanaged SeCar at Rich, LLC and diverted funds from Adams Auto Wash, Inc. to SeCar at Rich, LLC, resulting in financial shortfalls in the Adams Auto Wash operations.

Additionally, the Bankruptcy Court ruled that Creditor Sang Wook Kim did not file a timely proof of claim in these proceedings. Therefore, as an alternate ground for Debtor's treatment of this Claim, no payments shall be made to Sang Wook Kim.

The following Creditors filed a Proof of Claim with respect to which there is no personal guarantee: Waste Management RMC (POC #8), \$ 4,294 and Brian Lee \$140,473 (POC #25). These debts were incurred by KCT Group, Inc. and not by the Debtor individually. These claims were disallowed per Order of the Bankruptcy Court.

<u>Claimant</u>	<u>Amount</u>	<u>Basis for Dispute</u>
B. Claims of:		
APRO Enterprises	\$ 9,902	Review discloses no personal guarantee; review discloses that this amount is not due
Dell Construction	\$ 12,749	Review discloses no personal guarantee
Doumar Martin LLC	\$ 4,362	Review discloses no personal guarantee
Dustin Construction	\$200,000	Review discloses no personal guarantee; review discloses that this amount is not due
CJCT Mobile Mechanical	\$ 2,600	Review discloses that this is not a debt of Debtor or any of his entities; schedule amended to zero out
Firestone Building	\$ 300	Review discloses no personal guarantee
First Piedmont Waste	\$ 3,052	Review discloses no personal guarantee
KCC LLC	\$ 13,756	Review discloses no personal guarantee
LK Construction	\$ 22,837	Review discloses no personal guarantee
Mark Dunning Ind.	\$ 1,645	Review discloses no personal guarantee
Richmond Primoid	\$ 60,000	Review discloses no personal guarantee
RK Hydro Vac	\$ 4,798	Review discloses no personal guarantee
Seven Electric	\$ 3,800	Review discloses no personal guarantee
SW Sanitation	\$ 2,802	Review discloses no personal guarantee
Sunbelt Rentals	\$ 14,390	Review discloses no personal guarantee
United Rentals	\$ 1,223	Review discloses no personal guarantee
Waste Mgmt VA	\$ 548	Review discloses no personal guarantee

The following Creditors filed a Proof of Claim with respect to which there is no personal guarantee: Waste Management RMC (POC #8), \$ 4,294 and Brian Lee \$ 140,473 (POC #25). These debts were incurred by KCT Group, Inc. and not by the Debtor individually. The Bankruptcy Court has sustained Debtor's objections to these claims.

On or about September 17, 2015, Jong Lim and Song Lim, his wife, filed suit in the Circuit Court of Fairfax County, Virginia Case No. 2015-11989, making claims against Debtor on an alleged personal guarantee. The case was stayed against the Debtor based on the pendency of this Bankruptcy Case by Order of the Court dated October 6, 2015. The primary obligors under this debt are Yoon Seuk Choi and Kyoung Hwa Choi. According to the Complaint, the claims arose from a loan made by the Lims so that the Chois could purchase a business. All facts stated herein are taken from the text of the Complaint and its exhibits and the public records.

There are 6 counts to the Complaint. The first Count is for alleged breach of the personal guarantee, claiming \$84,211.12 (also alleged to be in the amount of \$82,663.85) then due and owing, plus interest.

The second Count is against Debtor for alleged breach of the personal guarantee, claiming \$82,663.85.

The third Count is for alleged breach of an oral agreement to pay the Lims "Additional Consideration," apparently additional amounts based on the cash flow of the business of the primary obligors. Debtor had no interest in or privity with the Chois' business and is not liable under this Count.

The fourth Count is for alleged fraud. Debtor did nothing more than allegedly guarantee the obligation and so he is not liable for fraud in any event.

The fifth Count is for unjust enrichment. Debtor received nothing as a result of signing this guarantee and was not enriched in any way.

The sixth Count is for intentional infliction of emotional distress. The Complaint does not allege that the Debtor did anything to distress the claimants. Additionally, remedies for intentional infliction of emotional distress are not recoverable in a breach of contract action absent other acts which state a cause of action for such a claim.

The allegedly guaranteed note was dated September 4, 2008. On November 4, 2008, Yoon Seuk Choi and Kyoung Hwa Choi filed a Chapter 7 Bankruptcy in the Eastern District of Virginia, case no. 08-16863-SSM. The case was administered as a no-asset case and these individuals received a discharge on March 6, 2009. Jong Lim was listed as a creditor in that case.

Under the circumstances, Debtor received no consideration for this guarantee. As alleged in the Complaint filed by the Lims, the Debtor's guarantee was without consideration. At the time the allegedly guaranteed note was signed, the funds had already been disbursed to the Chois.

As a result, the Debtor takes the position that he is not liable to the Chois pursuant to the guarantee. There was no consideration for the Debtor guaranteeing the note. The note was delivered to the Chois on or about September 4, 2008, but the funds had been delivered to the Lims on or about April 16, 2007.

Additionally, although it is alleged that the Lims went into default on the note on December 31, 2012, the funds were actually advanced in September of 2008. Therefore, the 5-year statute of limitations, if it applies, applies to this claim. The Complaint alleges that the Lims agreed to deliver to the Chois a promissory note, and that the promise was made in 2009. Debtor was not privy to this promise.

Therefore, Debtor disputes the entire balance due to this creditor and this creditor is to receive nothing pursuant to the Plan.

The Class 6 Claim is a claim which is secured by one of Debtor's businesses, Kwai at Tysons LLC. This Claim is current and it is being paid by Kwai at Tysons, LLC and so will not receive a distribution under the Plan.

The Class 7 Claim. Reserved

Class 8 Claims are claims for student loans guaranteed by Debtor for his nephew. These debts are being paid by the nephew and these Claims will not receive any distribution under the Plan.

It is important to know which Class contains your Claim to assess whether to vote to accept or reject the Plan. A list detailing the Classification of all Creditors is contained in the Plan.

Allowed Administrative Claims. Administrative Claims consist of any cost or expense of the Chapter 11 case allowed under section 503(b) of the Bankruptcy Code, including certain taxes and all actual, necessary expenses relating to the preservation of the Debtor's estate or the operation of the business.

The compensation of professionals, such as attorneys, financial consultants, appraisers and accountants hired by Debtor for services rendered or expenses incurred after the Chapter 11 Petition Date, are also regarded as Allowed Administrative Claims. Payments to such professionals for compensation and reimbursement of expenses will be made in accordance with detailed procedures established by the Bankruptcy Code and Rules relating to such payments. It is not anticipated that there will be any unpaid Administrative Claims remaining to be paid through the Plan, with the exception of possible claims related to objections to proofs of claim as outlined in the Plan.

Under the Plan, Allowed Administrative Claims will be paid in full in cash on the Effective Date if not previously paid pursuant to appropriate orders entered by the Court. Alternatively, the Allowed Administrative Claims of professionals who agree to deferral may be paid after the Effective Date, in the event the Debtor does not have sufficient funds on that date. If this is the case, the Debtor expects that all professionals retained in this case will agree to a deferral.

### **C. Classified Claims.**

The Plan divides Claims into Classes and sets forth the treatment afforded to each Class.

Treatment of each Class is described below

**D. Summary of Other Provisions of the Plan.**

1. **Implementation of the Plan.** Debtor will commence payments to Class 2 and Class 3 Creditors on the month following the month in which the Effective Date occurs. The payments will be mailed on the 25<sup>th</sup> of each consecutive month until paid. Payments to Class 4 tax creditors, if any, will commence on the month following the Effective Date. Payments to secured creditors, with respect to Classes 1A and 6 are current and will continue to be made currently unless the Debtor surrenders the property secured by any of these claims in full satisfaction of the claims. Payments to Wilshire Bank will continue to be made according to the terms of the loan. No distribution will be made to Class 5 Claims as they are disputed. Class 7 Claims have been settled and payments will be made as stated above. Class 8 creditors are being paid currently by third parties and will receive no distribution under the Plan.

2. **Treatment of Executory Contracts and Unexpired Leases.** All executory contracts and unexpired leases will remain unaffected by the Plan.

3. **Modification of the Plan.** The Debtor may propose amendments to or modifications of the Plan under section 1127 of the Bankruptcy Code at any time prior to the Confirmation Date.

4. **Retention of Jurisdiction.** The Plan reserves the jurisdiction of the Bankruptcy Court through the full term of the Plan to enforce the provisions of the Plan, subject to prior entry of a final decree. Jurisdiction is also reserved to permit the Debtor to maintain actions pursuant to sections 541, 542, 543, 544, 545, 546, 547, 548, 549, 553, 554, and 560 of the Bankruptcy Code. Debtor shall retain all rights to pursue any claims or causes of action accruing under these sections of the Bankruptcy Code within the applicable statutory periods after the confirmation date of the Plan and after entry of a final decree. These rights include, generally, without limitation, the right of the Debtor to maintain lawsuits within the bankruptcy to recover money or property transferred to creditors within 90 days prior to the date of the filing of this bankruptcy case, if the recipient of the money or other property would have received more than it would have under a Chapter 7 proceeding, unless the payment was for a contemporaneous transfer of value to the creditor. Debtor also retains the right to pursue objections to any creditor claims through the full term of the Plan.

5. **Contested and Unliquidated Claims.** If you are the holder of a Claim or Interest which is listed as disputed or which has been objected to, you may ask the Bankruptcy Court, pursuant to Bankruptcy Rule 3018, to have your Claim or Interest temporarily allowed for the purpose of accepting or rejecting the Plan.

**V.  
ANALYTICAL PROJECTIONS**

The funding of the Plan is based on the continuing ability of the Debtor to receive net

distributions from the businesses Debtor operates. Thus far, the Debtor has received approximately \$5,750 - \$6,000/month in distributions and so the funding available to the Debtor should be sufficient to fund the Plan.

With respect to the secured claims, Debtor proposes either to continue payments on the current debts through the operating businesses or to induce the lenders to modify the claims to an affordable payment. In the event that the Debtor is not able to do so, the Debtor will surrender the secured properties in full satisfaction of the secured claims.

The following is Debtor's projection of available cash flow for the calendar year 2016, based on results through May 31, 2016. In computing this projection, Debtor takes into account the seasonal nature of the car wash business. The projections are based on the actual receipts of the businesses and the Debtor through May 31, 2016.

This projection is based on Debtor's conservative estimate of a reasonable cash flow which can be expected through the 2016 calendar year. The actual results may vary. However, Debtor believes that he will be able to strengthen the cash flow from the business entities because he is an experienced car wash operator and because he has discontinued the construction business run through the KCT entities. Not only did this business end up taking a significant amount of Debtor's time, but Debtor was required to meet cash flow deficits from this business from other sources of revenue.

	<u>Personal</u>	<u>Total</u>	<u>Average</u>
Salary		23,518.00	4,703.60
Draws		3,000.00	600.00
Rent		<u>45,805.00</u>	<u>9,161.00</u>
Total Income		<u>72,323.00</u>	<u>14,464.60</u>
<u>Expenses</u>			
Home Mortgage		(13,407.00)	(2,681.40)
Auto		(4,460.00)	(892.00)
Other Mortgages & HOA Fees		(40,069.00)	(8,013.80)
Misc		(463.00)	(92.60)
Total Expenses		<u>(58,399.00)</u>	<u>(11,679.80)</u>
Net Personal Income		<u>13,924.00</u>	<u>2,784.80</u>
<u>Secar Auto Wash</u>			
		<u>Total</u>	<u>Average</u>
Gross Revenue		437,866.00	87,573.20
COGS		<u>(107,399.00)</u>	<u>(21,479.80)</u>
Gross Profit		<u>330,467.00</u>	<u>66,093.40</u>

G&A Expenses:		
Advertising	(5,739.00)	(1,147.80)
Auto	(1,544.00)	(308.80)
Bank Charges	(10,070.00)	(2,014.00)
Charitable Contributions	(2,400.00)	(480.00)
Dues	(754.00)	(150.80)
Interest - Wilshire Bank	(80,000.00)	(16,000.00)
Insurance	(10,400.00)	(2,080.00)
Accounting	(1,502.00)	(300.40)
Licenses	(4,394.00)	(878.80)
Maintenance	(34,080.00)	(6,816.00)
Entertainment	(4,385.00)	(877.00)
Office Supplies	(625.00)	(125.00)
Property Tax	(4,384.00)	(876.80)
Officer Salaries	(25,000.00)	(5,000.00)
Other Admin Salaries	(24,000.00)	(4,800.00)
Payroll Tax	(8,207.00)	(1,641.40)
Supplies	(10,356.00)	(2,071.20)
Trash	(162.00)	(32.40)
Phone	(525.00)	(105.00)
Utilities	<u>(11,063.00)</u>	<u>(2,212.60)</u>
Total Expenses	<u>(239,590.00)</u>	<u>(47,918.00)</u>
Net Income	<u>90,877.00</u>	<u>18,175.40</u>

<u>Adams Auto Wash</u>	<u>Total</u>	<u>Average</u>
Gross Revenue	569,570.00	113,914.00
COGS	<u>(251,322.00)</u>	<u>(50,264.40)</u>
Gross Profit	<u>318,248.00</u>	<u>63,649.60</u>
G&A Expenses:		
Advertising	(1,894.00)	(378.80)
Auto	(3,398.00)	(679.60)
Bank Charges	(7,753.00)	(1,550.60)
Charitable Contributions	(828.00)	(165.60)
Interest - Wilshire Bank	(13,500.00)	(2,700.00)
Insurance	(16,104.00)	(3,220.80)
Accounting	(12,400.00)	(2,480.00)
Maintenance	(11,253.00)	(2,250.60)
Entertainment	(499.00)	(99.80)
Office Supplies	(5,473.00)	(1,094.60)
Property Tax	(13,628.00)	(2,725.60)
Travel	(4,318.00)	(863.60)
Payroll Tax	(20,238.00)	(4,047.60)
Supplies	(14,541.00)	(2,908.20)

Trash	(2,096.00)	(419.20)
Phone	(4,774.00)	(954.80)
Utilities	(31,654.00)	(6,330.80)
Total Expenses	<u>(164,351.00)</u>	<u>(32,870.20)</u>

Net Income	<u>153,897.00</u>	<u>30,779.40</u>
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<u>Kwai at Tysons</u>	<u>Total</u>	<u>Average</u>
Gross Revenue	350,783.00	70,156.60
COGS	<u>(115,734.00)</u>	<u>(23,146.80)</u>
Gross Profit	<u>235,049.00</u>	<u>47,009.80</u>

<u>G&amp;A Expenses:</u>		
Franchise Fee	(14,625.00)	(2,925.00)
Bank Charges	(7,252.00)	(1,450.40)
Interest	(22,500.00)	(4,500.00)
Insurance	(2,609.00)	(521.80)
Accounting	(1,500.00)	(300.00)
Maintenance	(693.00)	(138.60)
Laundry	(663.00)	(132.60)
Licenses	(1,451.00)	(290.20)
Entertainment	(62.00)	(12.40)
Office Expense	(625.00)	(125.00)
Payroll Tax	(2,456.00)	(491.20)
Rent	(135,464.00)	(27,092.80)
Trash	(1,255.00)	(251.00)
Utilities	(2,522.00)	(504.40)
Total Expenses	<u>(193,677.00)</u>	<u>(38,735.40)</u>

Net Income	<u>41,372.00</u>	<u>8,274.40</u>
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<u>Net Income Summary:</u>	<u>Total</u>	<u>Average</u>
Personal	13,924.00	2,784.80
Secar Auto Wash	90,877.00	18,175.40
Adams Auto Wash	153,897.00	30,779.40
Kwai at Tysons	<u>41,372.00</u>	<u>8,274.40</u>
Totals	<u>300,070.00</u>	<u>60,014.00</u>

The Debtor has the following financial commitments, assuming Plan confirmation. This projection includes the monthly payments to the American Casualty settlement, which is pending Bankruptcy Court approval. This projection does not include the effect of recovery on the

Daggle adversary proceeding.

<u>Secured</u>	
Wilshire monthly	16,000.00
Cardinal Greenville	22,800.00
Sterling Card	3,200.00
Janey Mill	0.00
JP Morgan Chase Janey	0.00
residence PNC	800.00
Rorbaugh	2,600.00
Nationstar Col Pk	2,500.00
Chase deal	230.00
Nationstar Pack	2,800.00
PNC Richmond	<u>0.00</u>
Secured pmts	50,930.00
General Unsecured Class 3	2,420.15
IRS	999.90
bank settlements	4,553.05
Total Payments first 20 months	58,903.10
Secured	50,930.00
Unsecured	5,552.95
Payments month 21 - 57	53,850.05
Secured	50,930.00
Unsecured	2,920.05
Payments month 58 - 120	53,350.15
Secured	50,930.00
Unsecured	2,420.15
Cardinal Bank months 121 - 144	2,053.05
Union First months 121 - 125	2,000.00

**VI.**  
**PENDING LITIGATION**

Since the original Plan was filed, certain creditors have filed nondischargeability complaints against the Debtor. PNC Bank, Cardinal Bank and United First Bank have filed adversary proceedings asserting nondischargeability of certain debts. All of these claims have been settled as set forth above.

American Safety and Casualty has filed a nondischargeability complaint asserting that

approximately \$974,250 is not dischargeable. This case has been settled, as described above.

Debtor was sued in the Circuit Court for Fairfax County, Virginia, Case No. 2015 - 11989, by the Chois, as described above. The Plan provides for the treatment of this claim.

Debtor has filed an adversary proceeding to recover \$68,661.07 plus interest from Jerry Daggel, as described above.

## **VII.** **ALTERNATIVES TO THE PLAN**

If the Plan is not accepted and confirmed, the Debtor or any other party in interest could attempt to formulate a different plan. The Debtor believes that it is unlikely that any alternate plan of reorganization would be feasible, or would contain terms more favorable to the creditors than the Plan. The Debtor believes that the Plan, as described herein, enables creditors to realize the maximum recovery under the circumstances.

## **VIII.** **LIQUIDATION ANALYSIS**

The Bankruptcy Code provides that a Chapter 11 plan will not be approved by the Court unless the creditors will receive at least as much under a Chapter 11 as they would in a liquidation under Chapter 7 of the Bankruptcy Code ("Chapter 7").

In evaluating its business operations Debtor has taken into account the nature, status and underlying values of its tangible and intangible assets. The Debtor believes that a Chapter 7 liquidation, which requires the appointment of a trustee to administer the estate, would diminish the return to creditors due to (i) the delays and expense in connection with the appointment and administration of the estate by a trustee, including review of the business and affairs of the Debtor and evaluation of Debtor's assets (ii) the expenses of the trustee, including the trustee's statutory commissions and compensation for professionals such as accountants, appraisers or liquidation agents employed by the trustee and (iii) the requirement for payment of priority taxes, if any are assessed against the Debtor. Furthermore, any liquidation proceeds would be required to be escrowed until the statute of limitations on assessment of taxes against the Debtor has passed. Section 326 of the Bankruptcy Code sets forth the guidelines for compensation to a trustee. The trustee is also entitled to be reimbursed for all reasonable expenses. The Bankruptcy Code authorizes the Court to compensate the trustee from the assets of the estate. Fees in a case of this size can be awarded in an amount in excess of 5% of the distributed assets. Debtor's assets are listed below, along with the outstanding mortgage balances. With respect to the SeCar Auto Wash, Inc., Debtor has obtained an MAI appraisal of the real property and the going concern of the business. The other values are based on Debtor's estimates. All of the security for the mortgages includes a pledge of all of the assets of the businesses. The forced sale of these properties would not likely yield funds sufficient to satisfy the claims of any unsecured creditors, taking into account the likely balance due to on the secured claim of American Surety

and possible tax claims. American Surety is secured against the assets of the Debtor, his spouse, and all of his businesses. Accordingly, Debtor projects that only the secured and priority claims would receive any distribution under the liquidation scenario. Projected deficiencies in the sale of the assets, even without discounting the sale for brokers' commissions, trustee fees and possible forced sale, will result in an increase in the claims of general unsecured creditors (Classes 2 and 3) to over 94% of their current Allowed Claim amounts, undisputed, by adding the \$1,092,266 to this balance.

In contrast, under the Plan, unsecured creditors will receive payment in respect of their claims without the need for potential litigation.

<u>Assets:</u>	<u>Value Detail</u>	<u>Value</u>		<u>Negative Val.</u>
KCT Companies	no value	In Chapter 7	Positive Value	0.00
<u>Adams Auto Wash, Inc.</u>				
Going Concern Value	0.00			
334 N. Spence Ave	800,000.00			
Mortgage	(768,147.00)			
400 SE Greenville Blvd	2,000,000.00			
Mortgage	(2,029,632.00)			
Tools, Etc (no realizable value)	<u>0.00</u>			
	2,221.00	2,221.00	2,221.00	
<u>Kwai at Tysons, LLC</u>				
Going Concern Value	0.00			
Equipment, Inventory	<u>7,500.00</u>			
Total	7,500.00	7,500.00	7,500.00	
<u>SeCar Auto Wash, Inc.</u>				
Going Concern Value	971,700.00			
Eqpt (no value)	0.00			
Real Estate	1,340,000.00			
Mortgage	<u>(2,730,253.00)</u>			
	(418,553.00)	(418,553.00)		(418,553.00)
5768 Janney's Mill	661,000.00			
First Position Mortgage	(697,302.00)			
Second Position Mortgage	<u>(175,517.00)</u>			
	(211,819.00)	(211,819.00)		(211,819.00)

22611 Markey St	470,000.00			
Mortgage	<u>(448,949.00)</u>			
	21,051.00	21,051.00	21,051.00	
4085 Columbia Pk	510,000.00			
First Position Mortgage	(497,082.00)			
Second Position Mortgage	<u>(108,063.00)</u>			
	(95,145.00)	(95,145.00)		(95,145.00)
5412 Pachysandra La	520,000.00			
Mortgage	<u>(381,406.00)</u>			
	138,594.00	138,594.00	138,594.00	
Debtor's Residence	750,000.00			
First Position Mortgage	(464,346.00)			
Second Position Mortgage	<u>(298,347.00)</u>			
	(12,693.00)	(12,693.00)		<u>(12,693.00)</u>
Total	(568,844.00)	169,366.00		(738,210.00)

**IX.**  
**RISK FACTORS**

1. Inability of Debtor to continue in business. If the Plan is confirmed, it is likely that the Debtor will be able to continue in business. He has been involved in the car wash and rental businesses for many years. The Plan calls for surrender of certain properties in the event that the Debtor cannot service mortgages.
2. Excessive tax assessments. Debtor cannot estimate the amount of any tax assessments. The maximum amount projected for these assessments is \$50,000 federal and \$50,000 state. This will result in a payment of approximately \$3,000/month (not including interest). These assessments would be in addition to the Claim of the Internal Revenue Service.

**X.**  
**PLAN CONFIRMATION**

**A. Classes Entitled To Vote.**

Only Classes that are Impaired under the Plan are entitled to vote to accept or reject the Plan. Generally, section 1124 of the Bankruptcy Code provides that a class of claims or interests is Impaired under a plan of reorganization unless the Plan does not alter the legal, equitable and contractual rights of the holder of such claim or interest. In addition, such classes are Impaired unless all outstanding defaults, other than defaults relating to the insolvency or financial

condition of the debtor or the commencement of the bankruptcy case have been cured and the holders of claims or interests in such classes have been compensated for any damages incurred as a result of any reasonable reliance by such holders on any contractual provisions or applicable law to demand accelerated payment. All classes except Classes 6 and 8 are Impaired under the Plan. Only the votes of Impaired creditors and Interest holders will be solicited. If your Claim falls within an Impaired Class, you will be requested to return your Ballot indicating your acceptance or rejection of the Plan at such time as the Court has approved this Disclosure Statement.

**B. Confirmation Standards.**

At the confirmation hearing, the Bankruptcy Court will confirm the Plan only if all the requirements of section 1129 of the Bankruptcy Code are met. Those requirements include, but are not limited to, the following:

- o **Feasibility of the Plan.** In order for the Plan to be confirmed the Bankruptcy Court must determine that the need for further reorganization or a subsequent liquidation of Debtor following confirmation is unlikely. Debtor believes based on its financial projections that the Plan is feasible. No matter what occurs, the Plan provides an alternative which meets the requirements of the Bankruptcy Code.
- o **Acceptance by Impaired Classes.** Section 1126(a)(8) of the Bankruptcy Code requires that each Impaired class of claims or interests accept the Plan by the requisite votes in order for confirmation to occur without triggering the "fair and equitable" test described below.
- o **Fair and Equitable Test.** In the event that any Impaired Class of Claims does not accept the Plan, the Bankruptcy Court may still confirm the Plan at the request of Debtor if, as to such Impaired Class, the Plan *does not discriminate unfairly* and is *fair and equitable* with respect to that class. A plan does not discriminate unfairly if no class receives more than it is legally entitled to receive for its claims or interests. "Fair and equitable" has a different meaning for secured claims, unsecured claims and equity interests. The Bankruptcy Court must determine at the confirmation hearing whether the Plan is fair and equitable and does not discriminate unfairly against any Impaired Class of Claims or Interests.

**XI.  
DISCLAIMERS**

**THE TRANSACTIONS CONTEMPLATED IN THE PLAN HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY COURT OR GOVERNMENTAL AUTHORITY, NOR HAS ANY COURT OR GOVERNMENTAL AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF SUCH TRANSACTIONS OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS**

**DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE DEBTOR HAS NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THE SOLICITATION OF ACCEPTANCES OF THE PLAN OTHER THAN THOSE CONTAINED IN THIS DISCLOSURE STATEMENT, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS SHOULD NOT BE RELIED UPON AS HAVING BEEN DULY AUTHORIZED.**

**THIS DISCLOSURE STATEMENT MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN AND NOTHING CONTAINED IN THIS DISCLOSURE STATEMENT SHALL (1) CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY BY THE DEBTOR, (2) BE ADMISSIBLE IN ANY PROCEEDING, CASE OR CONTROVERSY INVOLVING THE DEBTOR OR ANY OTHER PARTY, OR (3) BE DEEMED ADVICE TO ANY PARTY IN INTEREST ON THE TAX OR OTHER LEGAL CONSEQUENCES OF THE PLAN ON THE DEBTOR'S CREDITORS OR SHAREHOLDERS.**

**CREDITORS OF KYEUNG-GUK MIN ARE URGED TO READ THIS DISCLOSURE STATEMENT CAREFULLY AND TO CONSULT WITH THEIR OWN LEGAL AND FINANCIAL ADVISORS IN DECIDING WHETHER TO ACCEPT OR REJECT THE PLAN.**

**XI.  
CONCLUSION**

The Debtor urges all creditors to accept the Plan since the Plan will provide an opportunity for creditors to receive at least as much, if not more than, they would receive in a liquidation under Chapter 7 of the Bankruptcy Code, liquidation or any other known alternative.

Dated: August 16, 2016

Respectfully Submitted,

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Kyeung-Guk Min

DeCaro & Howell, P.C.

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*/s/ Thomas F. DeCaro Jr.*  
Thomas F. DeCaro, Jr. #34649  
Counsel For Debtor  
14406 Old Mill Road  
Suite 201  
Upper Marlboro, MD 20772  
301-464-1400/4776 (phone/fax)  
tfd@erols.com

### CERTIFICATE OF SERVICE

I, Thomas F. DeCaro, Jr. do hereby certify that on August 16, 2016, I did serve, via cm/ecf and first-class mail, postage prepaid, a copy of the foregoing Disclosure Statement to:

A&S Sanitation, Inc.  
135 Crosstie Lane  
Tazewell, VA 24651

Bank Of America  
P.O. Box 982238  
El Paso, TX 79998-2338

American Builders & Contractors Supply  
PO Box 402117  
Atlanta, GA 30384

Bank Of America  
P.O. Box 15019  
Wilmington, DE 19886-5019

American Express - Black  
P.O. Box 1270  
Newark, NJ 07101-1270

Brian Lee  
41965 Ural Drive  
Stone Ridge, VA 20105

American Express - Plum  
P.O. Box 1270  
Newark, NJ 07101-1270

Capital One  
P.O. Box 71083  
Charlotte, NC 28272-1083

American Express- Blue  
P.O. Box 650448  
Dallas, TX 75265-0448

Cardinal Bank  
P.O. Box 9186  
McLean, VA 22101

American Safety Casualty Insurance Co.  
100 Galleria Parkway, SE, Sutie 700  
Atlanta, GA 30339

Cardinal Bank  
7315 Wisconsin Avenue,  
Suite 1225  
Bethesda, MD 20814

Angela Jones  
11418 Jordan Lane  
Great Falls, VA 22066-1313

Chase  
PO Box 9001020  
Louisville, KY 40290-1020

APRO Enterprise, Inc  
8681 Cherry Lane  
Laurel, MD 20707

Chase  
Cardmember Service  
PO Box 15153  
Wilmington, DE 19886-5153

ASC  
P.O. Box 10335  
Des Moines, IA 50306

Citibank Card  
P.O. Box 688957  
Sioux Falls, SD 57117

Citicards CBNA  
PO Box 6062  
Sioux Falls, SD 57117

Home Depot Credit Services  
PO Box 182676  
Columbus, OH 43218-2676

Citicards CBNA  
PO Box 6241  
Sioux Falls, SD 57117

Internal Revenue Service  
SPS  
400 N. 8th Street  
Richmond, VA 23219

CJTJ Mobile Mechanical, LLC  
7815 Delano Road  
Clinton, MD 20735

John Rohrbaugh  
4163 Old Calverton Road  
Calverton, VA 20138

Daewoong Kang  
4132 Fountain Side Lane, #303  
Fairfax, VA 22030

KCC, LLC  
9121 Glenbrook Road  
Fairfax, VA 22031

Dell Construction  
14335 Concord Road  
Doswell, VA 23047

KCT, Inc.  
22611 Markey Street, Suite 114  
Sterling, VA 20166-0000

Discover  
PO Box 71084  
Charlotte, NC 28272-1084

Kristy H. Min  
15125 Braddock Road  
Centreville, VA 20120-0000

Doumar Martin, PLLC  
2000 North 14th Street, Suite 210  
Arlington, VA 22201

LK Construction  
7206 Poplar Street  
Annandale, VA 22003

Dustin Construction  
7881 Beechcraft Avenue  
Gaithersburg, MD 20879

Mark Dunning Industries, Inc.  
1510 Fine Street  
Prince George, VA 23875

Firestone Building Products  
50 West 98th Street  
Indianapolis, IN 46280

Me Kyoung Kim  
11720 Valley Ridge Circle  
Fairfax, VA 22033

First Piedmont Waste Removal & Disposal  
P.O. Box 1069  
Chatham, VA 24531

Morris Ginsurg & Co, LLC  
An HB Handy Company  
P.O. Box 11407  
Birmingham, AL 35246-1654

Ford Credit  
P.O. Box 220564  
Pittsburgh, PA 15257-2564

Murali Kollapali  
IBG Virginia, Inc.  
132 Lavaca Drive  
Irving, TX 75039

Nationstar Mortgage  
P.O. Box 60516  
City Of Industry, CA 91716-0516

Nationstar Mortgage  
P.O. Box 650783  
Dallas, TX 75285

North Carolina Department of Revenue  
501 N. Wilmington Street  
Raleigh, NC 27604

PNC Bank  
P.O. Box 34077  
Pittsburgh, PA 15274-7032

PNC Bank  
P.O. Box 747032  
Pittsburgh, PA 15274-7032

Reginald And Rebecca J McFadden  
5768 Janney's Mill Circle  
Haymarket, VA 20169

Richard M. Sissman  
Fracassi Mahdavi Sissman & Rand LLP  
8133 Leesburg Pike, Suite 400  
Vienna, VA 22180

Richmond Primoid, Inc.  
P.O. Box 6785  
Richmond, VA 23230

RK Hydro-VAC NC, Inc.  
P.O. Box 669052  
Charlotte, NC 28266

Sang Wook Kim  
334 N Spence Avenue  
Goldsboro, NC 27534

Seven Electric Inc.  
4401 Poplar Tree Court  
Chantilly, VA 20151

Southwest Sanitation Co.  
122 Crosstie Lane  
Tazwell, VA 24651

Sunbelt Rentals, Inc.  
P.O. Box 409211  
Atlanta, GA 30384

Terry Lynn PLLC  
695 Bent Oaks Drive  
Earlysville, VA 22936

The Rappaport Companies  
8405 Greensboro Drive, 8th Floor  
McLean, VA 22102

Tony Carlson  
8470 Tyco Road  
Vienna, VA 22182

Union First Bank Line  
P.O. Box 940  
Ruther Glen, VA 22546

United Bank  
2401 Mount Vernon Avenue  
Alexandria, VA 22301

United Rentals  
6125 Lakeview Road, Suite 300  
Charlotte, NC 28269

United States Treasury  
Central Insolvency Unit  
PO Box 73416  
Philadelphia, PA 19101-7346

Thomas Moran  
Setliff & Holland, PC  
4940 Dominion Boulevard  
Glen Allen, VA 23060

US Bank  
P.O. Box 708408  
St. Louis, MO 63179

Richard Hagerty  
Joseph Minock  
Troutman Sanders  
Suite 500  
1850 Towers Crescent Plaza  
Vienna, VA 22182

Virginia Department Of Taxation  
1957 Westmoreland Street  
Richmond, VA 23230

Stephen E. Leach  
Leach, Travell, Britt PC  
Suite 700  
8270 Greensboro Dr  
Mc Lean, VA 22102

Walker & Weiss Holdings, LLC  
643 Greenway Road, Suite M  
Boone, NC 28607

Walki Min  
43809 Churchill Glen Drive  
Chantilly, VA 20152

Johnnie Muncie  
Samuel I. White PC  
Suite 200  
1804 Staples Mill Rd  
Richmond, VA 23230

Waste Management Of Virginia, Inc  
Virginia Blue Ridge Hauling  
625 Cherrington Parkway  
Moon Township, PA 15108

Jong C. Lim  
Song N. Lim  
4229 Fox Lake Dr.  
Fairfax, VA 22033

Wells Fargo Bank  
PO Box 348750  
Sacramento, CA 95834

Michael Hyunkweon Ryu  
Ryu & Ryu PC  
Suite 620  
301 Maple Ave. West  
Vienna, VA 22180

William And Amie Whitmore  
5412 Pachysandra Lane  
Centreville, VA 20120

Specialized Loan Servicing LLC  
8742 Lucent Blvd. #300  
Highlands Ranch, CO 80129

Wilshire Bank  
3200 Wilshire Blvd, Suite 1400  
Los Angeles, CA 90010

W. Clarkson McDow, Jr.  
Office of the US Trustee  
115 South Union Street  
Alexandria, VA 22314

/s/ Thomas F. DeCaro, Jr.  
Thomas F. DeCaro, Jr.

Richard Pledger