THE HONORABLE MARC L. BARRECA
Chapter 11

THE UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re NATASHA N. DREMLYUGA, Debtor-in-Possession.	Case No. 15-15660 FIRST AMENDED DISCLOSURE STATEMENT

Natasha N. Dremlyuga, the Debtor herein, submits the following First Amended Disclosure Statement pursuant to 11 U.S.C. § 1125:

1. THE PURPOSE

The purpose of this statement is to provide the holders of claims and interest with adequate information respecting the Debtor and the First Amended Plan of Reorganization ("the plan") in order that they may make an informed judgment concerning the plan and vote their acceptance or rejection.

An acceptance or rejection of the plan may be voted by completing the ballot which accompanies the plan and mailing it to Wells and Jarvis, P.S., 502 Logan Building, 500 Union Street, Seattle, Washington 98101, in a postage-paid envelope. Ballots must be received by counsel for the Debtor by ___________________, 2016. The Debtor intends to seek confirmation of a plan as soon as practically possible. A hearing has been set for the _________ day of _________________, 2016, at ___________, seeking confirmation of the plan.

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In order for the plan to be accepted, the holder of two thirds (2/3) of the amount of the claims voting, and more than one-half (½) of the number of claims in Classes Two through Eight who vote, must have voted for acceptance of the plan. If sufficient acceptances are not received, the Debtor may elect to request confirmation of the plan under § 1129(b) of the Bankruptcy Code. Such a request could result in confirmation of the plan not withstanding an objection to the plan by any creditors. If required, the plan may be modified at the time of the hearing on confirmation to permit approval under § 1129(b) of the Bankruptcy Code.

This disclosure statement is the only document authorized by the Debtor to be used in connection with solicitation of acceptance of the plan. NO REPRESENTATION CONCERNING THE DEBTOR (PARTICULARLY AS TO THE VALUE OF PROPERTIES, CREDITOR CLAIMS, OR FUTURE LIQUIDATION EFFORTS) IS AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS STATEMENT. ANY REPRESENTATION OR INDUCEMENT MADE TO SECURE YOUR ACCEPTANCE, WHICH IS OTHER THAN CONTAINED HEREIN, SHOULD BE REPORTED TO DEBTOR'S ATTORNEYS, WELLS AND JARVIS, P.S., AND SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION TO ACCEPT OR REJECT THIS PLAN.

2. EVENTS PRECEDING THE CHAPTER 11 FILING

Debtor owns four parcels of real estate, two in Redmond, one in Woodinville, and one in Zillah. The Woodinville home, and one of the Redmond homes, are both used as adult family homes. Those two businesses are run by corporations related to Debtor (owned by her and/or her significant other, Wes Teslo). Debtor had previously filed a chapter 11 bankruptcy (dismissed in 2013) in an effort to reorganize the loans secured on her real estate, but unfortunately had been unable to complete that case due to disruptions to income experienced

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in part by a decrease in the number of patients in the two adult family homes and exacerbated by the lower rates paid by Washington State funded patients versus patients with private insurance.

Since that time, the two homes filled their 12 spots. In addition, the pay structure for state-funded clients has improved since the last filing as the state has had to increase its rates to match those paid by private clients in order to place public patients in homes. The corporation which previously managed the two adult family homes has likewise finished paying off a prior tax bill. For those reasons, Debtor believes that the two adult family homes will now be profitable enough to cover rent which corresponds to the new proposed crammed-down payments on the loans secured on the two properties.

In addition, since the last filing Debtor has moved out of the Redmond property where she previously resided, has found one adult family patient for that property, and has moved to Eastern Washington, which should lower her living costs.

Based on the foregoing, Debtor has re-filed the present case and presented the repayment plan outlined below.

3. FINANCIAL INFORMATION

The principal tangible assets and liabilities of Natasha N. Dremlyuga are included in the attached **Exhibit A**, which sets forth a detailed summary of the liquidation value of the estate. The latest income and expense statement of Natasha Dremlyuga, including her projections for the plan repayment period, is set forth on **Exhibit B**, also attached hereto. Even though they are operated by separate entities, Debtor has also included as **Exhibit C** updated projections for the income and expenses of the two adult family homes, since these are one of the sources of funding for the plan payments associated with the mortgages on those properties as well as for Ms.

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Dremlyuga's wages to cover living expenses. Exhibit C shows excess income beyond the projected expenses, however, the gross income on Exhibit C is based upon full occupancy of each property. Inevitably both homes will experience some turnover during the plan period; the excess income will act as a cushion to cover the decreased receipts during those months. Attached as **Exhibit D** is the updated patient rate summary, including anticipated rate increases during this calendar year. These exhibits were prepared with the assistance of counsel based on Debtor's schedules and financial projections.

Debtor believes her asset and income/expense statements, **Exhibits A-D**, provide realistic and reliable projections for the length of the plan repayment period.

Set forth in the following chart is a summary of the deposits and disbursements from the bank accounts of Country Estates Senior Care, the Debtor's adult family home business, during the pendency of the present Chapter 11. As detailed above and on the attached exhibits, the adult family homes have experienced a recent increase in receipts, which should improve profitability to where they can support the reorganization plan. Further, as detailed below, Wes Teslo's solely-owned winery business, TIH, Inc., has agreed to make the payments to unsecured creditors in repayment of the accounts receivable owed to Debtor, and to sign a security agreement pledging the corporate assets as collateral for those payments. TIH, Inc. has also agreed to guarantee all payments required under the plan, pursuant to the terms set forth herein. Therefore, an additional source of income will be present to supplement the plan as needed if the adult family home businesses experience a decrease in receipts in a given month.

	October	**November**	**December**	**January**	**February**	**March**	**April**
Deposits	$32,503	$34,895	$55,834	$26,622	$42,196	$21,622	$46,448
Disbursements	$31,661	$36,079	$41,052	$39,338	$34,548	$31,223	$41,471

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Net Receipts	$842	-$1,184	$14,782	-$12,716	$7,648	-$9,601	$4,977

Below is a summary of Debtor's personal deposits and expenditures as taken from her personal bank statements attached to the monthly operating reports on file with the court. These figures were calculated based on the actual month timeline, i.e. between the first day and last day of the calendar month (versus from the start and end dates on the statements), in order to reconcile them to the business bank account information above.

	October	**November**	**December**	**January**	**February**	**March**	**April**
Deposits	$3,604	$2,000	$3,600	$4,627	$11,000	$4,200	$7,200
Disbursements	$5,188	$899	$2,445	$4,494	$11,236	$4,245	$7,487
Net Diff.	-$1,584	$1,101	$14,782	$133	-$236	-$45	-$287

4. DESCRIPTION OF PLAN

The claims to be dealt with under the Plan are classified as follows:

A. Class One. Class One consists of those parties holding administrative costs and expenses as defined by 11 U.S.C. 503(b). The members must have filed for this status and their claim allowed by the Court. The known members of this class and the amount of their claims are:

1. Wells and Jarvis, P.S. (attorneys for Debtor), whose fees are estimated not to exceed $15,000, owing at the time of confirmation.

2. Edward Harrison, tax return preparer, whose fees are estimated not to exceed $10,000 owing at the time of confirmation.

3. An appraiser may be employed to assist Debtor as necessary with valuing her real estate.

4. Fees due the United States Trustee under 28 U.S.C. §1930(a)(6) of the Bankruptcy Code, estimated to be $0 owing at the time of confirmation.

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B. Class Two. Class Two consists of the claim arising from the first deed of trust on Debtor's real estate at 16322 Avondale Road NE, Woodinville, WA 98077 and the associated note. PennyMac Holdings, LLC, holds the deed of trust and services the associated loan. A proof of claim in the amount of $949,649.66 was filed by that creditor in the bankruptcy case. The interest rate is variable. Payments are not current. Debtor values the associated property at $690,000. The property is currently rented to Country Estate Senior Care, Inc. for use as a home-healthcare business.

C. Class Three. Class Three consists of the claim arising from the first deed of trust on Debtor's real estate at 25233 NE 52nd Place Redmond, WA 98053 and the associated note. Bank of New York Mellon is the beneficiary of the associated note, and Bayview Loan Servicing, LLC, services the loan. A proof of claim was filed indicating the balance at the time of the bankruptcy filing was $933,133. The interest rate is 8.125%. Payments are not current. Debtor values the associated property at $480,000. This property is rented to a residential tenant.

D. Class Four. Class Four consists of the claim arising from the first deed of trust on Debtor's real estate at 8720 208th Avenue NE, Redmond, WA 98053 and the associated note. It appears from both the proof of claim filed in an earlier bankruptcy proceeding (under cause number 09-19880) and the Notice of Trustee Sale most recently recorded with King County that U.S. Bank, N.A. may hold an interest in the note and deed of trust. Nationstar Mortgage, LLC, holds the loan. The proof of claim filed by this creditor, claim number 5, shows an approximate loan balance at the time of filing of $1,101,725. The interest rate is variable. Payments are not current. Debtor values the associated property at $790,000. The property is currently rented to Country Estate Senior Care, Inc. for use as a home-healthcare business.

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E. Class Five. Class Five consists of the claim arising from the second deed of trust on Debtor's real estate at 8720 208th Avenue NE, Redmond, WA 98053 and the associated note. Real Time Resolutions, Inc., services the associated loan for Southstar I, LLC. According to claim number 6 filed by Real Time Resolutions, Inc., the loan balance at the time of filing was $142,388.69. The interest rate is variable. Payments are not current. Debtor values the associated property at $790,000. This loan is wholly-unsecured given that the value of the property is less than the amount owing on the senior lien.

F. Class Six. Class Six consists of the claim arising from the first deed of trust on Debtor's real estate at 73 Knight Hill Road, Zillah, WA 98953 and the associated note. Ocwen Loan Servicing, LLC, services the associated loan. No proof of claim has been filed to date. The estimated loan balance at the time of filing was $315,410.08. The interest rate is variable. Payments are not current. Debtor values the associated property at $260,000. The property is currently leased to another entity owned by the Debtor's partner, for purposes of a winery business.

G. Class Seven. The IRS has filed a priority claim in the amount of $38,677.71 based on unassessed taxes/no returns being filed for 2012, 2013, and 2014. Debtor has filed her returns for 2013 and 2014, which resulted in refunds. She is in the process of completing the 2012 return, which she likewise believes will show no tax liability. Therefore Debtor believes this claim is actually $0.

H. Class Eight consists of general unsecured creditors. Debtor identified $4,136 owing on her schedules. Two proofs of claim have also been filed by Toyota Financial based on previously-repossessed cars totaling approximately $41,809. The US Trustee also filed a claim for $650 in fees from the prior case. Further, as illustrated above, part and/or all of the

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secured claims described above are actually unsecured, and those unsecured amounts would be included in this class. The actual members of this class and amounts owing is estimated and may be subject to change based on the foregoing and/or future claims litigation.

CLASSES NOT IMPAIRED BY THE PLAN

Class One is unimpaired by the plan and will be paid pursuant to contract or according to statute.

TREATMENT OF NON-IMPAIRED CLAIMS

All current fees due the United States Trustee under 28 U.S.C. §1930(a)(6) of the Bankruptcy Code shall be paid on or before the Plan's Effective Date. The Effective Date is the date by which the order confirming the Plan is no longer appealable, i.e. fifteen days after confirmation.

The reorganized Debtor shall be responsible for timely payment of quarterly fees incurred pursuant to 38 U.S.C. 1930(a)(6). After confirmation, the reorganized Debtor shall file with the United States Trustee a monthly financial report for each month or portion thereof that the case remains open. The monthly financial report shall include a statement of disbursements made during the course of the month, whether or not pursuant to the Plan. The reorganized Debtor shall also file the Chapter 11 Post-Confirmation Report as required by Local Rule 2015-1(c).

Other Class One claims shall be paid only after court approval, through initial monthly payments of $1,042 to be split on a pro-rata basis.

TREATMENT OF IMPAIRED CLAIM

<u>Class Two</u>. Debtor has filed an adversary proceeding seeking to bifurcate this claim into a secured claim of $690,000 (“the Secured Claim”), with the remaining balance to be

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allowed only as a general unsecured claim ("the Unsecured Claim"). The Secured Claim shall be paid over 30 years at a fixed interest rate of 5% per annum, which results in monthly principal and interest payments of $3,704. There is no prepayment penalty. In addition, payments sufficient to cover escrow for real property taxes and/or hazard insurance as required under the loan documents and RESPA shall also be made each month. The current estimate for escrow is $858.77. Upon full payment of the Secured Claim with the provided interest, Class Two's lien shall be released from Debtor's real estate. The Unsecured Claim shall be treated as a Class Eight claim.

Class Three. Debtor has filed an adversary proceeding seeking to bifurcate this claim into a secured claim of $480,000 ("the Secured Claim"), with the remaining balance to be allowed only as a general unsecured claim ("the Unsecured Claim"). The Secured Claim shall be paid over 30 years at a fixed interest rate of 5% per annum, which results in monthly principal and interest payments of $2,577. There is no prepayment penalty. In addition, payments sufficient to cover escrow for real property taxes and/or hazard insurance as required under the loan documents and RESPA shall also be made each month. The current estimate for escrow is $580.03. Upon full payment of the Secured Claim with the provided interest, Class Three's lien shall be released from Debtor's real estate. The Unsecured Claim shall be treated as a Class Eight claim.

Class Four. Debtor has filed an adversary proceeding seeking to bifurcate this claim into a secured claim of $790,000 ("the Secured Claim"), with the remaining balance to be allowed only as a general unsecured claim ("the Unsecured Claim"). The Secured Claim shall be paid over 30 years at a fixed interest rate of 5% per annum, which results in monthly principal and interest payments of $4,241. There is no prepayment penalty. In addition,

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payments sufficient to cover escrow for real property taxes and/or hazard insurance as required under the loan documents and RESPA shall also be made each month. The current estimate for escrow is $1,083.82. Upon full payment of the Secured Claim with the provided interest, Class Four's lien shall be released from Debtor's real estate. The Unsecured Claim shall be treated as a Class Eight claim.

Class Five. Debtor has filed an adversary proceeding seeking to avoid in its entirety Class Five's lien against the associated rental property, and a default judgment avoiding the lien was entered in that proceeding. Class Five's claim will be treated as a Class Eight claim.

Class Six. Debtor has filed an adversary proceeding seeking to bifurcate the claim into a secured claim of $260,000 ("the Secured Claim"), with the remaining balance to be allowed only as a general unsecured claim ("the Unsecured Claim"). The Secured Claim shall be paid over 30 years at a fixed interest rate of 5% per annum, which results in monthly principal and interest payments of $1,395.74. There is no prepayment penalty. In addition, payments sufficient to cover escrow for real property taxes and/or hazard insurance as required under the loan documents and RESPA shall also be made each month. The current estimate for escrow is $307.00. Upon full payment of the Secured Claim with the provided interest, Class Six's lien shall be released from Debtor's real estate. The Unsecured Claim shall be treated as a Class Eight claim.

Class Seven. No priority tax claim is owing from 2012-2014, and therefore no payments will be made to Class Seven pursuant to the Plan.

Class Eight. Allowed Class Eight claimholders shall receive payments of $1,042 per month, to be split on a pro-rata basis (i.e. based on the percentage which each claim holds of the total class), for a ten year period commencing after payments to Class One are complete

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(which is estimated to occur approximately 10 months after plan confirmation as set forth on Exhibit B to the disclosure statement). This will result in total repayment to Class Eight claims in the amount of $125,000. No interest shall be paid on Class Eight claims.

MEANS OF IMPLEMENTING PLAN

Debtor shall continue to rent out each of her properties. From her ongoing salary from Country Estate Senior Care, Inc., and from the rental proceeds generated by her properties, Debtor will fund the Plan. Debtor's partner, Wes Teslo, through his solely-owned winery business, TIH, Inc., will contribute $1,042 per month to cover the payments to the administrative claims and unsecured creditors. Set forth on Exhibit B is the summary of anticipated rent payments and salary, as well as the projected budget for the plan repayment period.

In addition to making payments of $1,042 per month for unsecured creditors, TIH, Inc. will sign and execute at the time of plan confirmation the promissory note, security agreement and UCC Financing Statement attached hereto as **Exhibits E, F** and **G.** Through these documents, all of the payments required to be paid to Class Eight under the plan will be guaranteed by the non-estate assets and income of TIH, Inc.

In the Debtor's business judgment, if at any time prior to or after confirmation she determines that one or more of the businesses which operates in each of her real properties is unable to generate sufficient profits to pay the costs of that property, she may surrender the property to the secured lender and cease operations. Surrender for purposes of the plan will be effectuated by Debtor providing written notice to the secured lender of her surrender of the property. Once Debtor gives the written notice of surrender of a property to the lender, regardless of whether the property is ultimately transferred by foreclosure or a deed in lieu of foreclosure or other mechanism, no future payments shall accrue under the plan to the

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associated secured claim (although payments due and owing on the secured claim pursuant to the plan that had accrued prior to the giving of the notice will still be due and owing). In that instance, the plan will still control as to the other classes of creditors under the plan for which notice of surrender has not been given. The surrender of one or more properties will not alter the payments provided for to any other class, including the general unsecured creditor class, Class Eight.

In addition, TIH, Inc. will execute upon plan confirmation a guaranty of payments owed by Debtor to each secured claimant, Classes 2, 3, 4, and 6, up to the time, if ever, that Debtor provides a notice of surrender as to each secured claimant, consistent with **Exhibit H**.

Debtor can at any time in the exercise of her business judgment sell any of her real estate. Such sale will not require court approval. Any sale after confirmation but before completion of the ten year repayment period to Class Eight shall, pursuant to 11 U.S.C. § 1146, not incur excise tax. If Debtor is able to sell a property and pay the associated allowed secured claim in full, then any net proceeds remaining from sale will be applied to the balance owing at that time to Class Eight.

5. TREATMENT OF INTEREST

Natasha Dremlyuga will retain her interest in all of her property unless otherwise stated in the Plan.

6. TAX CONSEQUENCES

The Debtor reports her income on a cash basis. Payments to creditors under the terms of the Plan, to the extent allowed by law, will be deducted from gross income and thereby reduce Debtor's tax liability. Ongoing tax obligations shall be paid when due. Creditors inquiring as to the tax impact of the Plan on their claims should consult their tax professional.

7. PENDING LITIGATION AND CLAIMS

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The Debtor-in-Possession shall review all claims filed and all objections to the allowance of such claims shall be filed within sixty (60) days after the Effective Date of the Plan. A bar date of December 21, 2015, was set by this court, by which time all claims had to be filed in order to be allowed.

As detailed above, five different adversary proceedings against the various lenders on Debtor's properties were filed. The adversary to avoid the junior lien has been resolved through entry of a default judgment. The other adversary proceedings are pending as of the date of this disclosure statement. To the extent inconsistent with the above, the amounts determined with regard to the values of the real estate may require filing of a revised plan with revised treatment as to the secured claims. If the values of the properties (and thereby the monthly payment amounts) prove higher than Debtor's estimations, as set forth above, Debtor will make an analysis on a property by property basis as to whether it is economically practical and/or feasible to retain the property, and may surrender one or more properties to the extent the values are not supported by the income associated therewith. In addition, the guaranty by TIH, Inc. can be used to help offset any discrepancies in the Debtor's values.

8. LIQUIDATION ANALYSIS

If this case were converted to a Chapter 7 on the date of this disclosure statement, it is estimated that the only funds that would be realized for general unsecured creditors would be the $36,720 net value of the Zillah property account receivable. From this amount, the trustee's statutory fee of $4,422 would be deducted, leaving approximately $33,000 for unsecured creditors. The account receivable owed by Country Estates Senior Care would presumably not have value in a Chapter 7 case, because the business has minimal liquidation value. Its value is in continued operations by the Debtor, and if the trustee liquidated the business, it is not

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expected that any equity could be recovered to pay the account receivable. **Exhibit A** provides a detailed summary of how the liquidation value was determined, based on the values of assets, liens and exemptions which offset the asset values, and costs of sale.

Debtor's Plan provides for a superior result, including payment to general unsecured creditors in the amount of $125,000. This figure is based upon the value of Debtor's retained exempt personal property (household goods, ring, and clothing) plus the amounts owing on the two accounts receivable. This amount will be paid by Wes Teslo from his separately-owned, non-estate asset, TIH, Inc.

9. MANAGEMENT

Natasha Dremlyuga will continue to work at Country Estate Senior Care Inc. (or such entity as manages the home healthcare business), and fund the plan in part from her salary. With the assistance of her partner, Wes Teslo, Ms. Dremlyuga shall also continue to manage rental of her real estate, and shall otherwise manage her business affairs to ensure full payment and compliance with the terms of the plan.

10. STATUS OF CASE

This Chapter 11 Plan was filed by Debtor because the Debtor expects to receive sufficient income to service ongoing secured debt, pay monthly living expenses, and fund the plan.

RESPECTFULLY SUBMITTED this 2nd day of June, 2016.

*/s/ Natasha Dremlyuga*
Natasha Dremlyuga

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EXHIBIT A

Debtor's Assets as of September 23, 2015	**Gross Value**	**Less Encumbrances and/or Exemptions**	**Less 10% Cost of Sale or Collection**	**Resulting Liquidation Value**
25233 NE 52nd Place, Redmond	$690,000	Mortgage exceeds value of property	$69,000	$0
8720 208th Ave. NE, Redmond	$480,000	Mortgages exceed value of property	$48,000	$0
73 Knight Hill Road, Zillah	$790,000	Mortgage exceeds value of property	$79,000	$0
25233 NE 52nd Place, Redmond	$260,000	Mortgage exceeds value of property	$26,000	$0
Household goods and furnishings, audio/video	$2,000	11 U.S.C. § 522(d)(3) exemption of $2,000	$200	$0
Clothes	$1,150	11 U.S.C. § 522(d)(3) exemption of $1,150	$115	$0
Ring	$2,000	11 U.S.C. § 522(d)(4) & (5) exemption of $2,000	$200	$0
Country Estate Senior Care, Inc.	$0	N/A	N/A	$0
Account receivable for back-owed rent for 2 adult family homes	$78,800	N/A	Uncertainty of business's ability to maintain both future ongoing payments plus arrears	$0
Account receivable for Zillah property	$40,800	N/A	$4,080 (collection costs)	$36,720
IRS 2013 and 2014 tax refunds (not yet received)	$10,500	11 U.S.C. § 522(d)(5) exemption of $12,075	N/A	$0
Bank of America personal account	$1,162	11 U.S.C. § 522(d)(5) exemption of $1,162	N/A	$0
Total:				$36,720

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