

1 [NAME, BAR #]
[ADDRESS]
2 [ADDRESS]
[TELEPHONE #]

3 [Attorney for] Debtor(s)/Debtor(s)-
4 in-Possession

5
6
7
8 UNITED STATES BANKRUPTCY COURT
9 Southern District Of California

10 In re:

11 _____,
12 Debtor(s).

CASE NO.:

CHAPTER 11

13 [PROPOSED] COMBINED PLAN OF
REORGANIZATION AND [APPROVED]
14 [CONDITIONALLY APPROVED]
DISCLOSURE STATEMENT [DATE]

15
16 INTRODUCTION

17 This is Debtor's Combined Chapter 11 Plan of Reorganization
18 and Disclosure Statement (the Plan). The Plan describes how each
19 creditor's claim will be treated if the Plan is confirmed.

20 Section 1 contains the treatment of administrative claims.
21 Section 2 contains the treatment of priority claims. Section 3
22 contains the treatment of creditors with secured claims. Section
23 4 contains the treatment of general unsecured creditors: [SELECT
24 ONE OF THE FOLLOWING :(___% of their allowed claims) (a prorata
25 portion of \$___, likely to result in a ___% recovery of allowed
26 claims)] in [MONTHLY/QUARTERLY] payments over [(NUMBER)
27
28

1 (MONTHS/YEARS)].

2 The creditors are divided into classes (as shown in the
3 table below.) Secured creditors are in Class 1 and discussed in
4 Section 3. Each secured creditor has its own subclass.
5 Unsecured creditors are in Class 2 and discussed in Section 4.

6

Class	Name of Creditor
7 1A	[INSERT SECURED CREDITOR]
8 1B	[INSERT SECURED CREDITOR]
9 2A	Small Claims
10 2B	General Unsecured Claims

11 Most creditors (those in impaired classes) are entitled to
12 vote on confirmation of the Plan. Completed ballots must be
13 received by Debtor's counsel, and objections to confirmation must
14 be filed and served, no later than [DATE]. The Bankruptcy Court
15 will hold a hearing on confirmation of the Plan on [DATE] at
16 [TIME]. If there is any modification to the Plan, the Bankruptcy
17 Court will determine whether it is a material modification and
18 whether a further hearing, re-voting, or change of any deadline
19 is required.
20

21 Attached to the Plan are exhibits containing financial
22 information that may help you decide how to vote and whether to
23 object to confirmation. Exhibit 1 includes background
24 information regarding Debtor, the events that led to the filing
25 of the bankruptcy petition, a description of significant events
26 that have occurred during this bankruptcy and a summary of this
27
28

1 Chapter 11 Plan. Exhibit 2 contains an analysis of how much
2 creditors would likely receive in a Chapter 7 liquidation.
3 Exhibit 3 contains a summary of Debtor's post-petition Operating
4 Reports. Exhibit 4 shows Debtor's projected post-confirmation
5 monthly income and expenses. Exhibit 5 describes how much Debtor
6 is required to pay on the Effective Date of the Plan. Exhibit 6
7 shows Debtor's monthly income and expenses related to each
8 investment property.

9
10 Whether the Plan is confirmed is subject to complex legal
11 rules that cannot be fully described here. YOU ARE STRONGLY
12 ENCOURAGED TO READ THE PLAN CAREFULLY AND TO CONSULT AN ATTORNEY
13 TO HELP YOU DETERMINE HOW TO VOTE AND WHETHER TO OBJECT TO
14 CONFIRMATION OF THE PLAN.

15 If the Plan is confirmed, the payments promised in the Plan
16 constitute new contractual obligations that replace the Debtor's
17 pre-confirmation debts. The Plan payments shall begin on the
18 Effective Date as defined in Section 8(a). Creditors may not
19 seize their collateral or enforce their pre-confirmation debts so
20 long as Debtor performs all obligations under the Plan. If
21 Debtor defaults in performing Plan obligations, any creditor can
22 file a motion to have the case dismissed or converted to a
23 Chapter 7 liquidation, or enforce their non-bankruptcy rights.
24 Debtor will be discharged from all pre-confirmation debts (with
25 certain exceptions) if Debtor makes all Plan payments.

26
27
28 Enforcement of the Plan, discharge of the Debtor, and creditors'

1 remedies if Debtor defaults are described in detail in Sections 6
2 and 7 of the Plan.

3 **SECTION 1: TREATMENT OF ADMINISTRATIVE CLAIMS**

4 1(a) Professional Fees.

5 Debtor will pay the following professional fees in full on
6 the Effective Date, or upon approval by the Bankruptcy Court,
7 whichever is later.

8

Name and Role of Professional	Estimated Amount

9
10

11

12 The following professionals have agreed to accept payment
13 over time as follows. Payments will be made [MONTHLY/
14 QUARTERLY], due on the [NUMBER] day of the [MONTH/QUARTER],
15 starting [MONTH & YEAR] or upon approval by the Bankruptcy Court,
16 whichever is later.

17

Name and Role of Professional	Estimated Amount	Payment Amount	Number of Payments

18
19
20

21

22 **Estate professionals are not entitled to vote on**
23 **confirmation of the Plan.**

24

25 1(b) Post-Confirmation Compensation of Professional Persons.

26 Compensation for services rendered and for reimbursement of
27 expenses by a professional person after the Effective Date need
28

1 not be approved by the Bankruptcy Court. Professional persons
2 may invoice the reorganized Debtor (or other responsible third-
3 party) directly, and the reorganized Debtor (or other responsible
4 third-party) may pay such invoices without further order from the
5 Bankruptcy Court.

6
7 1(c) Other Administrative Claims.

8 Debtor will pay other allowed claims entitled to priority
9 under 11 U.S.C. § 503(b) in full on the Effective Date; except
10 expenses incurred in the ordinary course of Debtor's business or
11 financial affairs, which must be paid when normally due and
12 payable (these creditors are not listed below).

13
14 **Administrative claimants are not entitled to vote on**
15 **confirmation of the Plan.**

16
17

Name of Administrative Creditor	Estimated Amount of Claim

18
19

20
21 1(d) United States Trustee Fees.

22 All fees payable to the United States Trustee as of
23 confirmation will be paid on the Effective Date; post-
24 confirmation fees to the United States Trustee will be paid when
25 due.

SECTION 2: TREATMENT OF PRIORITY CLAIMS

2(a) Tax Claims.

The Debtor will pay claims entitled to priority under §507(a)(8) in full over time at the non-bankruptcy statutory interest rate in equal amortized payments in accordance with §511. Payments will be made quarterly, due on the first day of the quarter, starting on the first such date after the Effective Date and ending on the last such date that is no more than 5 years after the entry of the order for relief. Payment of priority tax claims in full within 5 years of the petition date and on terms not less favorable than those accorded the most favored non-priority creditor is required by §1129(a)(9)(C). IF THE ABSOLUTE PRIORITY RULE APPLIES AND CLASS [GENERAL UNSECURED CLAIMS] VOTES TO REJECT THE PLAN, ADD THE FOLLOWING:

"Accordingly, if Class [GENERAL UNSECURED CLAIMS] votes to reject the Plan and is paid in full over time, tax priority claimants will receive an interest rate of [NUMBER]% and maturity on [DATE]. This treatment is at least as favorable as that received by Class [GENERAL UNSECURED CLAIMS].

Priority tax claimants are not entitled to vote on confirmation of the Plan.

Name of Creditor	Estimated Amount of Claim	Statutory Interest Rate	Payment Amount	Number of Payments

1 2(b) Unsecured Domestic Support Obligation Claims Entitled to
2 Priority under §507(a)(1).

3 Debtor proposes to pay each claim in this class in full over
4 [NUMBER] years, with [NUMBER] % post-confirmation interest.
5 Payments will be made in equal [MONTHLY/QUARTERLY] amortized
6 installments, due on the first day of each calendar
7 [MONTH/QUARTER], starting on the first such date after the
8 Effective Date. **This class is impaired and entitled to vote on**
9 **confirmation of the Plan.**

Name of Creditor	Estimated Amount of Claim	Interest Rate	Payment Amount	Number of Payments

14 2(c) Wage and Commission Claims Entitled to Priority under
15 §507(a)(4).

16 The Debtor proposes to pay each claim in this class in full
17 over [NUMBER] years, with [NUMBER] % post-confirmation interest.
18 Payments will be made in equal [MONTHLY/QUARTERLY] amortized
19 installments, due on the first day of each calendar
20 [MONTH/QUARTER], starting on the first such date after the
21 Effective Date. **This class is impaired and entitled to vote on**
22 **confirmation of the Plan.**

Name of Creditor	Estimated Amount of Claim	Interest Rate	Payment Amount	Number of Payments

SECTION 3: TREATMENT OF SECURED CREDITORS

[SELECT APPROPRIATE SECTIONS AND DELETE THOSE THAT ARE NOT APPLICABLE]

3(a) Debtor to Make Regular Payments and Pay Arrears Over Time.

Class	Name of Creditor	Collateral	Regular Monthly Payment	Estimated Arrears	Interest Rate on Arrears	Monthly Payment on Arrears

Debtor will pay the entire amount contractually due by making all post-confirmation regular monthly payments, and by paying all pre-confirmation arrears (including attorney's fees and late charges) with interest in [NUMBER] equal monthly payments, due the [NUMBER] day of the month, starting [MONTH & YEAR] on the above secured claims. To the extent arrears are determined to be other than as shown above, appropriate adjustments will be made in the number of payments. Creditors in these classes shall retain their interest in the collateral until paid in full.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Section 7(c)). **These secured claims are impaired and entitled to vote on confirmation of the Plan.**

1 3(b) Debtor to Cure Default and Obligation to Be Reinstated.

2

Class	Name of Creditor	Collateral	Regular Monthly Payment	Estimated Arrears

3
4

5
6 Debtor will pay the entire amount contractually due (on non-
7 default terms) by making all post-confirmation regular monthly
8 payments, and by paying all pre-confirmation arrears on the above
9 secured claims (including attorney's fees) by [INSERT DATE]. See
10 Entz-White Lumber & Supply, Inc. v. Great Western Bank & Trust,
11 (850 F.2d 1338 (9th Cir. 1988)). Creditors in these classes
12 shall retain their interest in the collateral until paid in full.

13
14 These creditors' legal, equitable, and contractual rights
15 remain unchanged with respect to the above collateral. The
16 confirmation order will constitute an order for relief from stay.
17 **These secured claims are not impaired and are not entitled to**
18 **vote on confirmation of the Plan.**

19
20 3(c) Creditors' Rights Remain Unchanged.

21

Class	Name of Creditor	Description of Collateral

22
23
24

25 These creditors' legal, equitable, and contractual rights
26 remain unchanged with respect to the above collateral. The
27 confirmation order will constitute an order for relief from stay.

1 Creditors in these classes shall retain their interest in the
 2 collateral until paid in full. **These secured claims are not**
 3 **impaired and are not entitled to vote on confirmation of the**
 4 **Plan.**

5
 6 3(d) Debtor to Reduce Lien to Value of Collateral and Pay Over
 7 Time.

8 Class	Name of Creditor	Collateral (check if principal residence)	<input type="checkbox"/>	Value (ECF Docket #)	Interest Rate	Monthly Payment
9						
10						

11
 12 Debtor contends that the value of the collateral is less
 13 than the amount of the claim. Debtor will pay as a secured claim
 14 the amount equal to the value of the collateral as established by
 15 Court Order or stipulation. Debtor will pay the above secured
 16 claim in full with interest from the Effective Date of the Plan
 17 through [NUMBER] equal monthly payments. Payments will be due on
 18 the [NUMBER] day of the month, starting [MONTH & YEAR]. Any
 19 remaining amount due is a general unsecured claim treated in
 20 Section 4. Creditors in these classes shall retain their
 21 interest in the collateral until Debtor makes all payments on the
 22 allowed secured claim specified in the Plan.
 23

24 Creditors in these classes may not repossess or dispose of
 25 their collateral so long as Debtor is not in material default
 26 under the Plan (defined in Section 7(c)). **These claims are**
 27 **impaired and are entitled to vote on confirmation of the Plan.**
 28

1 Payments to claimants in these classes may continue past the
 2 date Debtor obtains a discharge. The claimants' rights against
 3 its collateral shall not be affected by the entry of discharge,
 4 but shall continue to be governed by the terms of this Plan.

5
 6 3(e) Debtor to Strip Off Lien Entirely.

Class	Name of Creditor	Collateral (check if principal residence)	<input type="checkbox"/>	Amount Due

7
 8
 9
 10
 11 Prior to confirmation, Debtor obtained an order(s) or
 12 stipulation(s) fixing the secured amount of the above creditors'
 13 claims at zero. Debtor will pay nothing to those creditors as
 14 secured claims. Any claim of a creditor whose lien is stripped
 15 is a general unsecured claim treated in Section 4.

16 Creditors in these classes may not repossess or dispose of
 17 their collateral so long as Debtor is not in material default
 18 under the Plan (defined in Section 7(c)). **These claims are**
 19 **impaired and are entitled to vote on confirmation of the Plan.**

20
 21
 22 3(f) Debtor to Adjust Terms and Pay Amount Due in Full Over Time.

Class	Name of Creditor	Collateral	Amount Due	Interest Rate	Monthly Payment	Term

23
 24
 25
 26
 27 Debtor will pay the entire amount contractually due with
 28

1 interest through [NUMBER] equal monthly payments, due the
2 [NUMBER] day of the month, starting [MONTH & YEAR] on the above
3 secured claims. Creditors in these classes shall retain their
4 interest in the collateral until Debtor makes all payments on the
5 allowed secured claim specified in the Plan.

6 Creditors in these classes may not repossess or dispose of
7 their collateral so long as Debtor is not in material default
8 under the Plan (defined in Section 7(c)). **These secured claims**
9 **are impaired and are entitled to vote on confirmation of the**
10 **Plan.**

11
12 Payments to claimants in these classes may continue past the
13 date Debtor obtains a discharge. The claimants' rights against
14 its collateral shall not be affected by the entry of discharge,
15 but shall continue to be governed by the terms of this Plan.
16

17
18 3(g) Property to Be Surrendered.

19

Class	Name of Creditor	Description of Collateral

20
21

22 Debtor will surrender the above collateral on the Effective
23 Date of the Plan. The confirmation order will constitute an
24 order for relief from stay as of the Effective Date of the Plan.
25 Any secured claim is satisfied in full through surrender of the
26 collateral. Any deficiency claim is a general unsecured claim
27
28

1 treated in Section 4. Creditors in these classes shall retain
2 their interest in the collateral. **These secured claims are not**
3 **impaired and are not entitled to vote on confirmation of the**
4 **Plan.**

5
6 3(h) Property to Be Sold.

7

8 Class	Name of Creditor	Collateral	Value of Collateral	Monthly Payment
9				
10				

11
12 Debtor will sell the above collateral by [MONTH & YEAR],
13 paying secured creditors from the proceeds of the sale. Debtor
14 will file a motion for approval of any such sale on 28 days'
15 notice to lienholders. Unless the Bankruptcy Court orders
16 otherwise, a lienholder whose lien is not in bona fide dispute
17 may credit bid the amount of its lien at the sale. Any
18 deficiency claim is a general unsecured claim treated in Section
19 4.

20
21 Debtor will make the following monthly payments pending the
22 closing of the sale, due the [NUMBER] day of the month, starting
23 [MONTH & YEAR].

24 Creditors in these classes may not repossess or dispose of
25 their collateral so long as Debtor is not in material default
26 under the Plan (defined in Section 7(c)). **These secured claims**
27 **are impaired and are entitled to vote on confirmation of the**
28

1 **Plan.**

2
3 3(i) Deadline for § 1111(b) Election.

4 Creditors with an allowed secured claim must make an
5 election under 11 U.S.C. § 1111(b) no later than 14 days after
6 service of the notice of final hearing on the proposed Plan and
7 disclosure statement.

8
9
10 **SECTION 4: TREATMENT OF GENERAL UNSECURED CREDITORS**

11 4(a) Class 2A. Small Claims.

12 This class includes any creditor whose allowed claim is \$
13 [NUMBER] or less, and any creditor in Class 2B whose allowed
14 claim is larger than \$ [NUMBER] but agrees to reduce its claim to
15 \$ [NUMBER]. Each creditor will receive on the Effective Date of
16 the Plan a single payment equal to [SELECT ONE: (the lesser of
17 its allowed claim or \$ {NUMBER}) (lesser of ___% of its allowed
18 claim or \$ {NUMBER})].

19
20 **Claimants in this class are impaired and are entitled to**
21 **vote on confirmation of the Plan, unless their claims are paid in**
22 **full on the Effective Date of the Plan.**

23
24 4(b) Class 2B. (Other) General Unsecured Claims.

25 This class includes all known non-priority unsecured
26 creditors, including deficiency claims, and rejection claims,
27 whether scheduled or based on proofs of claim on file excluding
28

1 those in Class 2A. Allowed claims of general unsecured creditors
2 (not treated as small claims, including allowed claims of
3 creditors whose executory contracts or unexpired leases are being
4 rejected under this Plan) must be paid as follows:

5 *[SELECT ONE OF THE FOLLOWING OPTIONS]*

6 **Percent Plan.** Creditors will receive *[NUMBER]* percent
7 of their allowed claim in *[NUMBER]* equal
8 *[MONTHLY/QUARTERLY]* installments, due on the *[NUMBER]*
9 day of the *[MONTH/QUARTER]*, starting *[MONTH & YEAR]*.

10
11
12 **Pot Plan.** Creditors will receive a pro-rata share of a
13 fund totaling \$*[NUMBER]*, created by Debtor's payment of
14 [*[\$NUMBER]*per *[MONTH/QUARTER]* for a period of *[NUMBER,*
15 *MONTHS/QUARTERS]*, starting *[MONTH & YEAR]*. Pro-rata
16 means the entire amount of the fund divided by the
17 entire amount owed to creditors with allowed claims in
18 this class. Debtor estimates that creditors will
19 approximately *[NUMBER]*% of their claims in this class.]

20
21
22 **Other Arrangements.** *[INSERT OTHER PLAN OR PROVISIONS]*

23
24 **This class is impaired and is entitled to vote on**
25 **confirmation of the Plan.** Debtor has indicated in Section 8(b),
26 below, whether a particular claim is disputed.
27

28

SECTION 5: TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5(a) Executory Contracts/Unexpired Leases Assumed.

Debtor assumes the following executory contracts and/or unexpired leases upon the Effective Date of this Plan and will perform all pre-confirmation and post-confirmation obligations thereunder. Post-confirmation obligations will be paid as they come due. Pre-confirmation arrears to be cured will be paid [SELECT ONE: (in full on the Effective Date) (in [NUMBER] equal [MONTHLY/QUARTERLY] installments beginning on the first day of [MONTH & YEAR])].

Name of Counter-Party	Description of Contract/Lease	Estimated Total Cure Amount	Cure Installment Amount	Number of Installments

5(b) Executory Contracts/Unexpired Leases Rejected.

Debtor rejects all executory contracts and/or unexpired leases not previously assumed or listed in Section 5(a), above, as of the Effective Date of this Plan and surrenders any interest in the affected property, and allows the affected creditor to obtain possession and dispose of its property, without further order of the Bankruptcy Court. Claims arising from rejection of executory contracts or unexpired leases have been included in Section 4 (general unsecured claims). Each entity that is a party to an executory contract or unexpired lease rejected pursuant to this Plan shall be entitled to file a proof of claim

1 for damages alleged to arise from such rejection not later than
2 30 days after the Effective Date.

3
4 **SECTION 6: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION**

5 6(a) Discharge.

6 Debtor shall not receive a discharge of debts until Debtor
7 makes all payments due under the Plan or the Bankruptcy Court
8 grants a hardship discharge.
9

10
11 6(b) Vesting of Property.

12 On the Effective Date, all property of the estate and
13 interests of the Debtor will vest in the reorganized Debtor
14 pursuant to § 1141(b) of the Bankruptcy Code free and clear of
15 all claims and interests except as provided in this Plan, subject
16 to revesting upon conversion to Chapter 7 as provided in Section
17 7(e) below.
18

19
20 6(c) Plan Creates New Obligations.

21 Except as provided in Sections 6(d) and 7(d), the
22 obligations to creditors that Debtor undertakes in the confirmed
23 Plan replace those obligations to creditors that existed prior to
24 the Effective Date of the Plan. Debtor's obligations under the
25 confirmed Plan constitute binding contractual promises that, if
26 not satisfied through performance of the Plan, create a basis for
27 an action for breach of contract under California law. To the
28

1 extent a creditor retains a lien under the Plan, that creditor
2 retains all rights provided by such lien under applicable non-
3 Bankruptcy law.

4
5 6(d) Claims Not Affected by Plan.

6 Upon confirmation of the Plan, and subject to Section 6(c),
7 any creditor whose claims are left unimpaired under the Plan may,
8 notwithstanding Sections 7(a), 7(b), 7(c), and 7(d) below,
9 immediately exercise all of its contractual, legal, and equitable
10 rights, except rights based on default of the type that need not
11 be cured under 11 U.S.C. §§ 1124(2)(A) and (D).
12

13
14 **SECTION 7: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN**

15
16 7(a) Creditor Action Restrained.

17 The confirmed Plan is binding on every creditor whose claims
18 are provided for in the Plan. Therefore, even though the
19 automatic stay terminates on the Effective Date with respect to
20 secured claims, no creditor may take any action to enforce either
21 the pre-confirmation obligation or the obligation due under the
22 Plan, so long as Debtor is not in material default under the
23 Plan, except as provided in Section 6(d) above.
24

25
26 7(b) Obligations to Each Class Separate.

27 Debtor's obligations under the Plan are separate with
28

1 respect to each class of creditors. Default in performance of an
2 obligation due to members of one class shall not by itself
3 constitute a default with respect to members of other classes.
4 For purposes of this Section 7, the holders of all administrative
5 claims shall be considered to be a single class, the holders of
6 all priority claims shall be considered to be a single class, and
7 each non-debtor party to an assumed executory contract or lease
8 shall be considered to be a separate class.
9

10
11 7(c) Material Default Defined.

12 If Debtor fails to make any payment, or to perform any other
13 obligation required under the Plan, for more than 14 days after
14 the time specified in the Plan for such payment or other
15 performance, any member of a class affected by the default,
16 party-in-interest, or United States Trustee may file and serve
17 upon Debtor and Debtor's attorney (if any) a written notice of
18 Debtor's default and request for entry of an order declaring
19 default. If Debtor fails within 14 days after the date of
20 service of the notice of default either: (i) to cure the default;
21 (ii) to file and serve a motion for an extension of time to cure
22 the default; or (iii) to file and serve a motion for a
23 determination that no default occurred, then Debtor is in
24 Material Default under the Plan to all the members of the
25 affected class. If Debtor is in Material Default under the Plan,
26 the complaining creditor may then submit its order declaring
27
28

1 Material Default. The provisions of this paragraph do not
2 preclude the United States Trustee from otherwise seeking an
3 order to dismiss or convert the case for cause.

4
5 7(d) Remedies Upon Material Default.

6 Upon Material Default, any member of a class affected by the
7 default: (i) may file and serve a motion to dismiss the case or
8 to convert the case to Chapter 7; or (ii) without further order
9 of the Bankruptcy Court, and may pursue its lawful remedies to
10 enforce and collect Debtor's obligations under the Plan.
11

12
13 7(e) Effect of Conversion to Chapter 7.

14 If the case is at any time converted to one under Chapter 7,
15 property of the Debtor shall vest in the Chapter 7 bankruptcy
16 estate to the same extent provided for in 11 U.S.C. § 348(f) upon
17 the conversion of a case from Chapter 13 to Chapter 7.
18

19
20 7(f) Retention of Jurisdiction.

21 The Bankruptcy Court retains jurisdiction over proceedings
22 concerning: (i) whether Debtor is in Material Default of any Plan
23 obligation; (ii) whether the time for performing any Plan
24 obligation should be extended or modified; (iii) adversary
25 proceedings and contested matters pending as of the Effective
26 Date or specifically contemplated in this Plan to be filed in
27 this Court (see Section 8(f)); (iv) whether the case should be
28

1 dismissed or converted to one under Chapter 7; (v) any objections
2 to claims; (vi) compromises of controversies under Fed. R. Bankr.
3 Proc. 9019; (vii) compensation of professionals; and (viii) other
4 questions regarding the interpretation and enforcement of the
5 Plan.

6
7 **SECTION 8: GENERAL PROVISIONS**

8 8(a) Effective Date of Plan.

9
10 The Effective Date of the Plan is the fifteenth day
11 following the date of the entry of the order of confirmation. If
12 a notice of appeal has been filed, Debtor may waive the finality
13 requirement and put the Plan into effect, unless the order
14 confirming the Plan has been stayed. If a stay of the
15 confirmation order has been issued, the Effective Date will be
16 the first day after that date on which no stay of the
17 confirmation order is in effect, provided that the confirmation
18 order has not been vacated.
19

20
21 8(b) Disputed Claim Reserve.

22 Debtor disputes the following claims:

23

Class	Name of Creditor	Amount According to Creditor	Amount According to Debtor

24
25
26

27 Debtor must create a reserve for disputed claims in the

1 amount of the claim unless the claim is estimated for
2 distribution in a different amount under 11 U.S.C. §502(c). Each
3 time Debtor makes a distribution to the holders of allowed
4 claims, Debtor will place into a reserve the amount that would
5 have been distributed to the holders of disputed claims if such
6 claims had been allowed in the full amount claimed. If a
7 disputed claim becomes an allowed claim, Debtor must immediately
8 distribute to the claimant from the reserve an amount equal to
9 all distributions due to date under the plan calculated using the
10 amount of the allowed claim. Any funds no longer needed in
11 reserve must be [SELECT ONE: (returned to Debtor)(distributed
12 pro-rata among allowed claims in this class)].
13

14
15 8(c) Cramdown.

16 Pursuant to 11 U.S.C. § 1129(b), Debtor reserves the right
17 to seek confirmation of the Plan despite the rejection of the
18 Plan by one or more classes of creditors. The Debtor's ability
19 to "cramdown" this Plan over the objections of creditors may be
20 affected, in part, by how the Bankruptcy Court rules on the
21 applicability of the "Absolute Priority Rule" in this case. The
22 Absolute Priority Rule provides, in essence, that junior
23 claimants, including the Debtor, are barred from taking anything
24 under the Plan unless senior claimants are paid in full.
25

26 Currently, the law as to whether the Absolute Priority Rule
27 applies to individual Chapter 11 debtors is in a state of flux.
28

1 In the present case, [*SELECT ONE*: (the Debtor does not retain
2 non-exempt property) OR (the Debtor does retain non-exempt
3 property and proposes to pay less than 100% of claims) OR (the
4 Debtor does retain property and proposes to pay 100% of
5 creditors' claims).]

6
7 8(d) Severability.

8 If any provision in the Plan is determined to be
9 unenforceable, the determination will in no way limit or affect
10 the enforceability and operative effect of any other provision of
11 the Plan.
12

13
14 8(e) Governing Law.

15 Except to the extent a federal rule of decision or procedure
16 applies, the laws of the State of California govern the Plan.
17

18
19 8(f) Lawsuits and Other Claims for Relief.

20 Debtor believes that causes of action for fraudulent
21 transfers, voidable preferences, or other claims for relief exist
22 against the following parties:

23

Party	Insider Y/N	Creditor Y/N	Nature of Claim

24
25
26

27 Without limiting the foregoing, Debtor retains all causes of
28

1 action that they have against any party, whether arising pre- or
2 post-petition, and all such causes of action vests in the
3 reorganized Debtor on the Effective Date. The nondisclosure of
4 unknown causes of action is not a settlement, compromise, waiver
5 or release of such cause of action, and does not judicially estop
6 the Debtor from asserting any such cause of action as a claim or
7 defense. Confirmation of the Plan does not constitute a
8 settlement, compromise, waiver, or release of any cause of action
9 unless the Plan or Confirmation Order specifically and
10 unambiguously so provide.
11

12
13 8(g) Notices.

14 Any notice to the Debtor must be in writing, and will be
15 deemed to have been given three days after the date sent by
16 first-class mail, postage prepaid and addressed as follows:
17

18 [NAME]
19 [ADDRESS]
20 [ADDRESS]
21 [ADDRESS]

22 [NAME]
23 [ADDRESS]
24 [ADDRESS]
25 [ADDRESS]

26 8(h) Post-Confirmation United States Trustee Fees.

27 Following confirmation, Debtor must continue to pay
28 quarterly fees to the United States Trustee to the extent, and in
the amounts, required by 28 U.S.C. § 1930(a)(6). So long as

1 Debtor is required to make these payments, Debtor must file with
2 the Bankruptcy Court quarterly reports in the form specified by
3 the United States Trustee for that purpose.

4
5 Dated: _____

Debtor

Joint Debtor

Attorney for Debtor(s)

6
7
8
9
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11
12
13
14
15
16
17
18
19
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21
22
23
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[SELECT ONE: (Attorney) (Debtor)] Certification

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I, _____, am [SELECT ONE: (the Debtor)(legal counsel for the Debtor(s))] in the above-captioned case and hereby certify the following: (i) the foregoing plan is a true and correct copy of the Individual Chapter 11 Combined Plan and Disclosure Statement promulgated by the Southern District of California, (the "Standard-Form Plan"); and (ii) except as specified below, there have been no alterations or modifications to any provision of the Standard-Form Plan.

The following provisions of the Standard-Form Plan have been altered or otherwise modified.

[INDICATE THE PAGE NUMBER, SECTION NAME & NUMBER (IF ANY), AND GENERAL SUBJECT-MATTER FOR EACH MODIFICATION]

I declare, under the penalty of perjury, that the foregoing is true and correct. Executed this ____ day of _____, 20____.

/s/
[SELECT ONE: (Debtor)(Attorney for Debtor(s))]

Exhibit 1 - Events That Led to Bankruptcy, Significant Events That Have Occurred During the Bankruptcy, and Summary of Plan.

Exhibit 2 - Liquidation Analysis: What Creditors Would Receive if the Case Were Converted to a Chapter 7.

Real Property #1: [Insert Address]

Fair Market Value	Liens	Cost of Sale	Resulting Tax	Amount of Exemption	Net Proceeds
	1st				
	2nd				
	3rd				

Real Property #2: [Insert Address]

Fair Market Value	Liens	Cost of Sale	Resulting Tax	Amount of Exemption	Net Proceeds
	1st				
	2nd				
	3rd				

Real Property #3: [Insert Address]

Fair Market Value	Liens	Cost of Sale	Resulting Tax	Amount of Exemption	Net Proceeds
	1st				
	2nd				
	3rd				

Real Property #4: [Insert Address]

Fair Market Value	Liens	Cost of Sale	Resulting Tax	Amount of Exemption	Net Proceeds
	1st				
	2nd				
	3rd				

Personal Property:

Description	Liquidation Value	Secured Claim	Amount of Exemption	Net Proceeds
Cash				
Automobile #1				
Automobile #2				
Household Furnishings				
Jewelry				
Equipment				
Stocks / Investments				
Other Personal Property				
TOTAL				

Summary:

Net Proceeds of Real Property and Personal Property	
Recovery from Preferences / Fraudulent Conveyances	[ADD]
Chapter 7 Trustee Fees	[SUBTRACT]
Chapter 7 Trustee's Professionals	[SUBTRACT]
Other Chapter 7 Liabilities	[SUBTRACT]
Unpaid Chapter 11 Liabilities	[SUBTRACT]
Priority Claims	[SUBTRACT]
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS	

Estimated Amount of Unsecured Claims	
Percent Distribution to Unsecured Creditors Under Proposed Plan	%
Percent Distribution to Unsecured Creditors Under Liquidation Analysis	%

Exhibit 3 - Summary of Monthly Operating Reports ("MOR").

<u>Month</u>	<u>MOR ECF#</u>	<u>Receipts</u>	<u>Distributions</u>	<u>Net</u>
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$
4		\$	\$	\$
5		\$	\$	\$
6		\$	\$	\$
7		\$	\$	\$
8		\$	\$	\$
9		\$	\$	\$
10		\$	\$	\$
11		\$	\$	\$
12		\$	\$	\$
		_____	_____	_____
Average:		\$	\$	\$

Exhibit 4 - Projected Post-Confirmation Monthly Income & Expenses.

Income	Debtor	Spouse
1. Current monthly gross wages, salary, and commissions		
2. Estimated monthly overtime		
3. SUBTOTAL		
4a. Tax, Medicare, and Social Security deductions		
4b. Mandatory contributions for retirement plans		
4c. Voluntary contributions for retirement plans		
4d. Required repayments of retirement fund loans		
4e. Insurance		
4f. Domestic support obligations		
4g. Union dues		
4d. Other deductions. (Specify):		
5. SUBTOTAL OF PAYROLL DEDUCTIONS		
6. TOTAL NET MONTHLY TAKE HOME PAY		
7a. Net income from rental property and from operating business, profession, or farm		
7b. Interest and dividends		
7c. Family support payments that you, a non-filing spouse, or a dependent regularly receive		
7d. Unemployment compensation		
7e. Social security		
7f. Other government assistance that you regularly receive		
7g. Pension or retirement income		
7h. Other monthly income (Specify):		
8. SUBTOTAL OF LINES 7a THROUGH 7h		
9. TOTAL MONTHLY INCOME (Add line 6 and line 8)		
10. State all other regular contributions to the expenses that you list in your Projected Post-Confirmation Monthly Expenses, below. (Specify):		
A. TOTAL COMBINED MONTHLY INCOME		

Expenses	Amount
1. Rent or home ownership expenses for your residence.	
1a. Real estate taxes (if not included in line 1)	
1b. Property, homeowners, or renter's insurance (if not included in line 1)	
1c. Home maintenance, repair, and upkeep expenses (if not included in line 1)	
1d. Homeowner's association or condominium dues (if not included in line 1)	
2. Additional mortgage payments for your residence (such as home equity loans)	
3a. Utilities: Electricity, heat, natural gas	
3b. Utilities: Water, sewer, garbage collection	
3c. Utilities: Telephone, cell phone, Internet, satellite, and cable services	
3d. Utilities: Other (Specify):	
4. Food and housekeeping supplies	
5. Childcare and children's education costs	
6. Clothing, laundry, and dry cleaning	
7. Personal care products and services	
8. Medical and dental expenses	
9. Transportation (Include gas, maintenance, bus or train there. Do not include car payments)	
10. Entertainment, clubs, recreation, newspapers, magazine, and books	
11. Charitable contributions and religious donations	
12a. Insurance: Life (Do not include insurance deducted from your pay)	
12b. Insurance: Health (Do not include insurance deducted from your pay)	
12c. Insurance: Auto (Do not include insurance deducted from your pay)	
12d. Insurance: Other (Do not include insurance deducted from your pay or included in home mortgage or other real property expenses) (Specify):	
13. Taxes: (Do not include taxes deducted from your pay or included in home mortgage or other real property expenses) (Specify):	
14a. Installment or lease payments: Auto #1 (Do not list payments included in Plan)	
14b. Installment or lease payments: Auto #2 (Do not list payments included in Plan)	

Expenses	Amount
14c. Installment payments: Other (Do not list payments included in Plan) (Specify):	
14d. Installment payments: Other (Do not list payments included in Plan) (Specify):	
15. Alimony, maintenance, and support paid to others (Do not include payments deducted from your pay)	
16. Other payments you make to support others do not live with you. (Specify):	
17a. Mortgages on other real property (not included in lines 1 or 2, above, or Projected Post-Confirmation Monthly Income, line 7a. (Specify):	
17b. Real estate taxes on other real property (not included in lines 1 or 2, above, or Projected Post-Confirmation Monthly Income, line 7a. (Specify):	
17c. Property, homeowners, or renter's insurance on other real property (not included in lines 1 or 2, above, or Projected Post-Confirmation Monthly Income, line 7a. (Specify):	
17d. Home maintenance, repair, and upkeep expenses on other real property (not included in lines 1 or 2, above, or Projected Post-Confirmation Monthly Income, line 7a. (Specify):	
17e. Homeowner's association or condominium dues on other real property (not included in lines 1 or 2, above, or Projected Post-Confirmation Monthly Income, line 7a. (Specify):	
18. Other (Specify):	
B. TOTAL MONTHLY EXPENSES	

C. Disposable Income (Line A - Line B)	
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Plan Payments (Not Included in Calculating Disposable Income)	Amount
Administrative Claims	
Priority Claims	
General Unsecured Creditors	
[OTHER PLAN PAYMENTS - DESCRIBE]	
D. Total Plan Payments	

E. Plan Feasibility (Line C - Line D) (Not feasible if less than zero)	
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Exhibit 5 - Effective Date Feasibility.

Can the Debtor Make the Effective Date Payments?

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date	-	
Payments Required on Effective Date	-	-
Administrative Expense Claims		-
Priority Claims		-
Small Claims (Class 3(a))		-
U.S. Trustee Fees		-
Other		-
B. Total Payments on Effective Date	-	
C. Net Cash on Effective Date (Line A - Line B) (Not feasible if less than zero)	-	

Exhibit 6 - Investment Property Analysis.

Properties with Positive Monthly Cash Flow:

Real Property #1 Income: [INSERT ADDRESS]

Rental Income ¹	Mortgage	Insurance	Property Taxes	Other Expenses ²	Net Income
	1st				
	2nd				
	3rd				

[ADD ADDITIONAL TABLES FOR ADDITIONAL REAL PROPERTY]

Real Property #2 Income: [INSERT ADDRESS]

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
	1st				
	2nd				
	3rd				

A. Total Positive Cash Flow	
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Properties with Negative Monthly Cash-Flow:

Real Property #3 Income: [INSERT ADDRESS]

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
	1st				
	2nd				
	3rd				

¹ Adjusted for projected vacancy rate.

² "Other Expenses" may include maintenance, HOA dues, property management fees, and legal costs.

Real Property #4 Income: [*INSERT ADDRESS*]

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
	1st				
	2nd				
	3rd				

B. Total Negative Cash Flow	
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