## Samples and Tutorial for Plan and Disclosure Statement (Local Forms F 3018-1 and F 3017-1)

(1) Goal: reduce the cost of chapter 11 for small businesses or individuals, to make it affordable for competent counsel to take on those cases.
(2) Methods:
(a) minimize data entry by using previously created documents (bankruptcy schedules, monthly operating reports, etc.),
(b) minimize routine calculations by using spreadsheets.
(3) Example: Dudley Debtor manufactures widgets in his garage. He owns a home encumbered by (i) a 1st deed of trust (DOT) held by Home Loan Bank and (ii) a 2 d lien from his business lender, Last National Bank. Prepetition Dudley got sick and fell behind on his financial obligations. He has steadily recovered and now he can fund the Plan.
(a) "No-Step" Plan. No projected changes during 60 month terms of the Plan.
(b) "Step" Plan. This is a "step up/step down" Plan because (i) Dudley owes taxes, and those taxes have to be paid over a shorter period than the rest of his claims (pursuant to 11 U.S.C. § 1129(a)(9)(C)), and (ii) Dudley projects that in future his expenses will decrease and his income will increase due to specific events described in the Endnotes (Ex.H).
(4) Contents:
(a) "No-Step" plan.
(b) "Step" Plan.
(c) Tutorial.

Pages 1 - 20
Pages 21-27
Pages 28-37

## EXAMPLE "A"

"NO-STEP" PLAN

|  <br> Email Address | FOR COURT USE ONLY |
| :--- | :--- | :--- |
|  |  |
| Individual appearing without an attorney |  |
| Attorney for: |  |

This Chapter 11 Plan (Plan) proposes to restructure the financial affairs of the above-named Debtor(s) (collectively, Debtor). If confirmed, this Plan will bind all persons it provides for, whether or not they accept this Plan, object to confirmation, file a proof of claim or interest, or have their claims or interests allowed.

Voting: You may be entitled to vote on this Plan. A Chapter 11 Disclosure Statement (Disclosure Statement) that accompanies this Plan explains the voting rules and provides additional information.

Caution: Your rights may be affected. Read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)

Effective date: This Plan becomes effective (Effective Date) on the 15th day following the entry of a nonstayed and non-appealed confirmation order on the docket, or, if that is not a business day, then the next business day. Exception: the Plan proponent may waive the condition that the confirmation order not be subject to a pending appeal.

Definitions and rules of construction are as set forth in the Bankruptcy Code (11 U.S.C. section (§) 101 and following) and in the Federal Rules of Bankruptcy Procedure (FRBP or Rules). See §§ 101, 102 and 1101 and Rule 9001. All exhibits to this Plan are considered part of this Plan but, in the event of any conflict between this Plan and its exhibits, the terms of this Plan control.

## ARTICLE I. TREATMENT OF CLAIMS AND INTERESTS

SUMMARY: Exhibit A to this Plan shows how claims and interests are treated, as qualified and explained below.
A. Unclassified claims. Some claims are unclassified (because they cannot vote and, unless the claim holder agrees otherwise, their treatment is fixed by the Bankruptcy Code). These claims include costs of administering this bankruptcy case (Administrative Claims), such as professionals' fees and expenses. Administrative Claims bar date: The last day to file a request for payment of Administrative Claims is 28 days after the Effective Date or such other date as the court may order.
B. Classified claims. All other claims and interests are separated into one of the following classes. Classes 1 and 2 are for claims "secured" by collateral - such as a mortgage/deed of trust (DOT), a secured car loan, or any other claim secured by a lien on property of the bankruptcy estate (Collateral). Class 3 is for "priority" unsecured claims, class 4 is for general (nonpriority) unsecured claims, and class 5 is for "interests" (defined below). All classes are divided into subclasses for each unique type of claim (class 1A, 1B, 2A, 2B, etc.).

Class 1: Claims secured by principal residence. This class is reserved for claims secured only by real estate that is an individual Debtor's principal residence. If you hold that type of claim then it cannot be modified by this Plan unless you consent. See § 1123(b)(5). (If Debtor is not an individual, or if there is no such claim, then class 1 should be left blank.)
Class 2: Other secured claims. If you hold a secured claim that is not in class 1, then this Plan may propose to modify your claim, as specified in Exhibit A. Modifications may include a new interest rate, a longer term for payment, etc., subject to limitations in the Bankruptcy Code. If the dollar amount of your claim exceeds the value of the Collateral, then your claim may be split (bifurcated) into (1) a secured claim equal to that value (in this class 2) and (2) an unsecured claim for the remainder, sometimes called the "deficiency" claim (in class 4, unless it is allowed as a priority claim in class 3 ). Exceptions:
(a) Disputed valuation. If you wish to dispute the bifurcation/estimated value of the Collateral provided in Exhibit A then you must file a timely objection to confirmation of this Plan. Note: Your opportunity to object is intended only as a safeguard: the Plan proponent should resolve all valuation issues before soliciting any votes on this Plan. Valuation can be resolved by consent or by an order on a motion to value the Collateral.
(b) Sale. If this Plan provides for a sale of the Collateral, then you may credit bid the full dollar amount of your claim, unless the court orders otherwise (§ 1129(b)(2)(A)(ii)).
(c) § 1111(b). If you make a timely election under § 1111(b) (per Rule 3014) then, (i) notwithstanding any other provisions of this Plan your secured claim will not be reduced to the value of the Collateral (it will not be bifurcated), (ii) you will lose any unsecured deficiency claim, and (iii) you may be paid over a longer time with a lower interest rate but with more dollars, resulting as nearly as possible in the same estimated present value as if you had not made the election. The precise treatment is either included in the exhibits to the Plan and Disclosure Statement as an alternative or it will be provided as a supplement to this Plan at a time to be agreed upon between you and the Plan proponent, or as otherwise ordered by the court. The election is complex - most creditors do not make it, and before doing so you should consult your attorney (if you do not have an attorney, you may wish to consult one).
Class 3: Priority Claims. A claim has "priority" if it is entitled to certain special treatment under $\S 507$. For example, if Debtor owes you wages that you earned within 180 days before the bankruptcy petition was filed, then you may hold a priority claim for those unpaid wages.
Class 4: General Unsecured Claims. If you hold a claim that is not secured and is not entitled to priority, then you hold a general unsecured claim. This class is divided into two subclasses. Class 4A contains all general unsecured claims other than any small claims in Class 4B (claims below the dollar
amount specified in Exhibit A) that, for convenience, are to be paid in full on the Effective Date (as permitted by § 1122(b)). (Exception: if there are any additional classes, which is rare, then they are listed on Exhibit A.) Claims in class 4A will be paid the following percentage of their allowed amounts:
estimated percentage: $\quad \%$, but the actual percentage could be higher or lower depending on the total funds available and the total allowed claims - for example, if administrative, secured, or priority claims are larger than expected then the percentage paid to general unsecured claims will be lower. The stated estimate is calculated as follows: (1) the total estimated funds available for class 4A under this Plan divided by (2) the sum of all estimated allowed claims in class 4A.

## OR

fixed percentage:
\%. The percentage is fixed: this Plan is a commitment to pay this percentage regardless of future revenues, expenses, or the total allowed claims. If Debtor is unable to pay this percentage then that will be a default under this Plan.
Only one of the above boxes should be checked.
Class 5 consists of "interests." If Debtor is an organization then "interests" means ownership interests (such as corporate stock, or a partner's interest in a partnership). If Debtor is an individual, then Debtor is the interest holder. This class will remain unchanged unless otherwise provided in the exhibits to the Plan and Disclosure Statement (e.g., cancellation of existing interests, the dollar amount of any proposed "new value," who is required/permitted to provide such new value, and what they will receive in exchange.)
C. Disputed claims or interests. A claim or interest is Disputed if (1) an objection has been filed against it or (2)(a) it is not listed on Debtor's bankruptcy schedules, or it is listed as disputed, contingent, or unliquidated, and (b) no proof of claim or interest has been filed. See $\S \S$ 502(a), 1111(a). Exception: a claim or interest ceases to be Disputed once it is allowed by a final non-appealable order.
D. Distributions. Except as otherwise specified in this Plan, payments on each claim will be made on the first calendar day of each month (or other period specified in Exhibit A), in equal dollar amounts, starting with the month following the Effective Date, and continuing for the period specified in Exhibit A. A separate, interest-bearing bank account (Claims Reserve) will hold distributions for any claims that cannot be paid until they are allowed by court order, such as professional fees or Disputed claims (Reserved Claims). The Disbursing Agent (defined below) is required to reserve enough funds/assets to pay the distributions that each Reserved Claim will be entitled to receive if it is allowed in full (unless the court approves a different amount). Distribution of unclaimed or excess funds: To the extent that (1) Debtor has been unable to deliver distributions, and they remain unclaimed for at least 21 days after at least one good faith attempt to correct any incorrect address and redeliver them, or (2) a Reserved Claim is disallowed by final order, then, unless otherwise ordered by the court, the funds that had been reserved for such claim will be distributed (a) as provided in this Plan to other creditors of the same class or (b) to Debtor if (i) this box is checked $\square$ and (ii) as to disallowed claims, it is Debtor who obtained such disallowance.
E. Settlement. Debtor will have the power and authority to settle or compromise any claim by or against Debtor, subject to notice and court approval under Rule 9019 for as long as the court retains jurisdiction, except that for any claims against Debtor no notice or court approval is necessary if the allowed amount of such claim under the settlement or compromise will be less than $\$$

## ARTICLE II. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

On the Effective Date, Debtor's "executory" contracts (described in the Disclosure Statement) and unexpired leases will be (a) assumed (i.e., cured and reinstated) as obligations of the reorganized Debtor, or (b) assumed and then instantaneously assigned, or (c) rejected, all as stated in the attached Exhibit B. Any executory contract or unexpired lease that is not listed on Exhibit B will be deemed rejected. Exception: if this

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.
box is checked then any such unlisted contract or lease will be deemed assumed. The order confirming this Plan will constitute an order approving this paragraph's treatment of executory contracts and unexpired leases.

Rejection bar date. Any claim arising from the rejection of an executory contract or unexpired lease under the immediately preceding paragraph must be filed by the later of (1) the general bar date for claims or (2) 28 days after the date of the order confirming this Plan. Rejection claims are general unsecured claims in class 4 , unless the claim is allowed as a priority claim in class 3.

## ARTICLE III. MEANS OF IMPLEMENTATION

Funding. This Plan will be funded as explained in the exhibits to the Disclosure Statement. All transfers of property under this Plan shall be made in accordance with any applicable provisions of nonbankruptcy law to the extent required by § 1129(a)(16).

The Disbursing Agent shall be Debtor, who shall serve without bond or compensation but shall be entitled to reimbursement of reasonable expenses by applying to the court no more frequently than once every three months.

The following paragraph does not apply to individual Debtors: (1) Regulated rates. To the extent that the foregoing funding depends on regulatory approval of rates charged by Debtor, governmental approval of such rates must be obtained prior to or upon confirmation of this Plan (as required by § 1129(a)(6)). (2) Corporate charter. Debtor's corporate charter must be amended to include a provision prohibiting the issuance of nonvoting equity securities and providing an appropriate distribution of voting power among any classes of securities (as required by $\S 1123(\mathrm{a})(6)$ ). The precise amendments to the corporate charter must be attached to the Disclosure Statement as an exhibit. (3) Post-Effective Date management. Exhibits to the Disclosure Statement also must disclose (as required by $\S 1129(a)(5)$ ) all individuals proposed to serve, after confirmation of this Plan, as director, officer, or voting trustee of Debtor (or an affiliate of Debtor participating in a joint plan with Debtor, or any successor to Debtor under this Plan), as well as all insiders who will be employed or retained by Debtor, including such individual's name, proposed compensation, job description, affiliation to Debtor, and qualifications.

## ARTICLE IV. DISCHARGE; EFFECTS OF CONFIRMATION

A. Discharge. Debtor shall receive a discharge of debts to the extent and at the time provided in $\S 1141(d)$, whether or not a party in interest has filed a proof of claim or interest, or accepts this Plan, unless the court orders otherwise.

The following paragraph only applies to Debtors who are individuals: Pursuant to § 1141(d)(5), Debtor will not be discharged from any debts unless and until (1) Debtor completes all payments "under" the Plan and obtains an order of the court granting a discharge (§ 1141(d)(5)(A)\&(C)) - for purposes of this Plan payments that extend beyond the Plan Term stated in Exhibit A are not considered payments "under" the Plan (e.g., if the Plan Term is 5 years then Debtor will be eligible for a discharge under this clause if 5 years of payments are made, but the debtor will remain obligated on obligations that extend beyond the Plan Term, such as a 30 -year mortgage); (2) the court grants a limited ("hardship") discharge (§ 1141(d)(5)(B)\&(C)); or (3) the court "orders otherwise for cause" ( $\S 1141(\mathrm{~d})(5)(\mathrm{A}) \&(C))$. Notwithstanding the other terms of this paragraph, a discharge will not discharge Debtor from any debts that are nondischargeable under § 523 (except as provided in Rule 4007(c)) or the obligations created by this Plan.
B. Vesting of Property. On the Effective Date, all property of the bankruptcy estate will vest in the reorganized Debtor pursuant to § 1141(b) \& (c), free and clear of all claims and interests except as otherwise provided in this Plan.
C. Plan Creates New Obligations. Except as otherwise provided in this Plan, (1) the payment terms promised in this Plan constitute new contractual obligations that replace any payment terms that existed prior to the Effective Date, and (2) all rights and obligations other than those new payment terms continue to apply. For example, (1) this Plan does not modify any obligations to insure collateral, and (2) if the Plan only addresses arrears for a particular claim, then the regular payments will be made as they come due based on

[^0]the governing loan documents and, except with respect to curing the arrearages, the Plan does not alter the legal equitable, or contractual rights of the holder of that claim (unless otherwise provided with respect to a specific claim or Class of claims).
D. Actions Restrained. Creditors, interest holders and other parties in interest may not take any action to enforce preconfirmation obligations, or any obligations due under this Plan, so long as Debtor is not in material default under this Plan (as defined below). If Debtor is in material default under this Plan, then any party in interest may: (1) take any action permitted under nonbankruptcy law either (a) to enforce the terms of this Plan as a contract of Debtor or (b) to pursue nonbankruptcy remedies including collection of the entire nondischarged dollar amount of any claim held by such person, or (2) if this case is still pending, move to dismiss this case or to convert this case to one under chapter 7, or seek other relief from the bankruptcy court. If this case is converted to chapter 7 at any time, then property will revest in the chapter 7 estate, and the automatic stay will be reimposed upon the revested property only to the extent that relief from stay was not previously granted by the court during this case.
E. Material Default Defined. If Debtor (1) fails to make any payment required under this Plan, or (2) fails to perform any other obligation required under this Plan for more than 14 days after the time specified in this Plan, or (3) performs any act that is inconsistent with the terms of this Plan, then any affected creditor, interest holder, or other party in interest may file and serve upon Debtor and Debtor's attorney (if any) a written notice of default at their most recent address(es) listed in this case. Debtor is in material default under this Plan if Debtor fails within 21 days after service of that notice of default, plus an additional 3 days if served by mail, either to cure the default or obtain from the court an extension of time to cure the default or a determination that no material default occurred. Notwithstanding the other provisions of this paragraph, to the extent that Debtor has assumed an executory contract or unexpired lease, or to the extent that a creditor retains a lien under this Plan that was a consensual lien, the default provisions of that contract, lease, or lien documentation govern what constitutes a default for purposes of the rights and remedies thereunder, all subject to applicable nonbankruptcy law and any exceptions set forth in this Plan.

## ARTICLE V. GENERAL PROVISIONS

A. Modification of Plan. The Plan proponent may modify this Plan at any time before confirmation, subject to § 1127 and Rule 3019(a), but in that event the court may require a new disclosure statement and/or revoting on the Plan. The Plan proponent or the reorganized Debtor also may seek to modify this Plan at any time after confirmation (1) if this Plan has not been substantially consummated and (2) if the court authorizes the proposed modifications after notice and a hearing ( $\S 1127(\mathrm{~b})$ ). In addition, if Debtor is an individual then Debtor or other persons may seek to modify this Plan after confirmation pursuant to § 1127(e).
B. Cramdown. The Plan proponent reserves the right to seek confirmation notwithstanding the rejection of this Plan by one or more classes of creditors or interest holders, pursuant to § 1129(b).
C. Governing Law and Binding Effect. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code or Rules), the laws of the State of California govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan. The rights and obligations of any entity named or referred to in this Plan shall be binding upon and shall inure to the benefit of the successors and assigns of such entity.
D. Quarterly Fees. Quarterly fees accruing under 28 U.S.C. § 1930(a)(6) after confirmation shall be paid to the United States Trustee in accordance with that statute until entry of a final decree, or entry of an order of dismissal or conversion to chapter 7.
E. Closing Case, and Post-Confirmation Status Report. As soon as practicable under Rule 3022, the Plan proponent shall file a motion with the court to obtain a final decree to close this bankruptcy case, unless good cause is shown to keep this case open. As long as this case is not closed, the Plan proponent must file status reports every 120 days explaining what progress has been made toward substantial consummation of the confirmed Plan. The status report must be served on the United States Trustee, the official creditors' committee (or, if none, then the twenty largest general unsecured creditors), and those parties who have requested special notice.

[^1]F. Retention of Jurisdiction. After confirmation, the court retains and may exercise jurisdiction over proceedings concerning: (1) whether Debtor is in material default under this Plan, (2) whether the time for performing any Plan obligation should be extended, (3) adversary proceedings and contested matters pending as of the Effective Date or specifically contemplated in this Plan or in the Disclosure Statement to be filed with the court, (4) whether the case should be dismissed or converted to one under chapter 7, (5) any proceedings to allow or disallow claims or administrative expenses (the court will not review professional fees incurred after the Effective Date, unless otherwise stated in attached exhibits to the Plan or Disclosure Statement), (6) settlements or compromises under Rule 9019, (7) any proceedings under $\S \S 110,329$, or 362 , or regarding sanctions, and (8) any other proceedings, whether or not commenced or contemplated as of the Effective Date, regarding the implementation, interpretation, or enforcement of this Plan or the administration of the bankruptcy case or estate. This retention of jurisdiction, however, will end on the later of (a) __y year(s) (if blank, then two years) after the Effective Date, (b) as to any then-pending adversary proceeding or contested matter, when it is finally resolved by a judgment or order, or (c) as to an individual Debtor's discharge, when that discharge is granted or denied by final order.

| Signature | Printed name of signer: |
| :---: | :---: |
| Debtor or other Plan proponent | Organization (if applicable): |
| Date: | Title (e.g., President): |
| Signature: | Printed name of signer: |
| Attorney (if any) for Plan proponent | Law firm: |
| Date: |  |

Attorney Certification (subject to what the judge may permit/require, this form is not mandatory, but if it is used then it and its exhibits must not be altered without disclosure/authorization as provided below):
I, the undersigned, am legal counsel for the above-referenced Plan proponent, and I hereby certify the following: (1) this Plan, including the attached exhibits A \& B, are true and correct copies of the latest versions of the LBR form plan and exhibits approved for use by the United States Bankruptcy Court for the Central District of California; (2) modifications have been made as directed or permitted by written order (docket no. ) (or, if the presiding judge permits, by other authorization such as oral approval by the court on the record - specify: $\qquad$ ); and (3) no other alterations or modifications to any provision of such form Plan have been made except as shown by a "redlined" version of this Plan (docket no. ___) or described as follows:

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date:
Signature: $\qquad$ , Printed name: $\qquad$ .


This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.


Instructions to Plan proponent: (1) Quick start: Copy applicable data from bankruptcy Schedules $G \& F$ (adjust if appropriate). List any assignee under "Description."
(2) Assumption/assignment requires: (a) cure amount (arrears, except certain penalties) and (b) compensation for "actual pecuniary loss" (damages), if any (§ 365(b)(1))
(3) Rejection: leave dollar amounts blank on this exhibit and include any timely rejection damages claims on Exhibit F (general unsecured claims) (§ 502(g)).

| Attorney or Party Name, Address, Telephone \& FAX Nos., State Bar No. \& Email Address Individual appearing without an attorney Attorney for: | FOR COURT USE ONLY |
| :---: | :---: |
| UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION |  |
| In re: <br> DUDLEY DEBTOR - Sample Disclosure Statement - | CASE NO.: 2:14-bk-12345-NB CHAPTER: 11 |
|  | CHAPTER 11 DISCLOSURE STATEMENT <br> DATED $\qquad$ , 20 $\qquad$ |
| Debtor(s) | Hearing/Status Conference <br> Date: <br> Time: <br> Courtroom: <br> Address: |

This Chapter 11 Disclosure Statement (Disclosure Statement) relates to the accompanying Chapter 11 Plan (Plan). The Plan proposes to restructure the financial affairs of the above-named Debtor. You may be entitled to vote on the Plan.

The voting rules are explained below, along with a summary of the Plan and other relevant information. This Disclosure Statement is explanatory only. The Plan will be the binding document, if it is confirmed by the court.

Your rights may be affected. Read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.) Definitions and rules of construction are as set forth below and in the Plan.

## PART 1. SUMMARY OF PLAN

Article I of the Plan divides creditors and interest holders into the following groups. The precise treatment proposed for each group is specified in Exhibit A to the Plan. What follows is only a summary. Please review the Plan carefully.

- Unclassified claims, such as costs of administering this bankruptcy case, generally are entitled to be paid in full on the Plan's Effective Date, which is defined in the Plan and should be a short time after the Plan is confirmed.
- Classes 1 and 2 - Secured Claims (divided into subclasses 1A, 1B, 2A, 2B, etc.) consist of claims secured by Collateral (such as a mortgage/deed of trust secured by a house, a car loan secured by the car, or any other claim secured by a lien on property of the bankruptcy estate), which generally are entitled to be paid in full, over time, with interest. Class 1 is reserved for claims secured only by real estate that is an individual Debtor's principal residence. Class 2 contains all other secured claims.
- Class 3 - Priority Claims (divided into subclasses 3A, 3B, etc.) consists of "priority" unsecured claims (for example, wages due to employees that were earned, but unpaid, within 180 days before the bankruptcy petition was filed).
- Class 4 - General Unsecured Claims consists of "general" unsecured claims (claims that are not entitled to "priority" under the Bankruptcy Code and that are not secured by Collateral), which will receive, over time, the following estimated percentage of their claims (or fixed percentage, if the Plan so
provides):
\%. Exception: the Plan may designate a subclass of small "convenience class" claims which will be paid in full on the Effective Date, and in rare situations the Plan may designate additional unsecured subclasses.
- Class 5 - "Interests": if Debtor is an organization then "interests" means ownership interests - such as corporate stock, or a partner's interest in a partnership - and if Debtor is an individual, then Debtor is the interest holder. This class will remain unchanged unless otherwise stated in the exhibits to the Plan or this Disclosure Statement.

Article II of the Plan governs "executory" contracts and unexpired leases (a contract is generally defined as executory when both Debtor and the other party to the contract have not yet fully performed their obligations, and the unperformed obligations of both parties are significant enough that either party's breach would excuse the other party from performing). Exhibit B to the Plan specifies whether, on the Effective Date, each such contract or lease (a) will be "assumed" as an obligation of the reorganized Debtor (generally meaning that defaults will be cured and the agreement will be reinstated), or (b) will be assumed and then instantaneously assigned to a specified person, or (c) will be "rejected" (meaning that Debtor will no longer perform under the agreement, and the other party can file a claim for damages resulting from that rejection (§ 502(g)).

Article III of the Plan explains how Debtor will implement the Plan, and exhibits to this Disclosure Statement describe whether payments under the Plan will be made out of cash on hand, future income, sale(s) of property(ies), or other sources of funding, including supporting calculations. If Debtor is an individual, and if any holder of an allowed unsecured claim objects, then the value of property to be distributed under the Plan must be not less than Debtor's projected disposable income for 5 years ( 60 months) from the first Plan payment, or for the total payment period under the Plan, whichever is longer ( $\S$ 1129(a)(15)).

Article IV of the Plan provides that Debtor will be discharged from existing debts as provided in $\S 1141(\mathrm{~d})$. Generally this means that (1) if Debtor is not an individual then the discharge occurs when the Plan is confirmed (except for a liquidating Plan), and (2) if Debtor is an individual then (a) the discharge will not occur unless and until Debtor completes all payments under the Plan (all payments for the Plan Term, as specified in Exhibit A to the Plan), unless the court orders otherwise in certain situations, and (b) Debtor will not be discharged from debts that are nondischargeable under § 523. Article IV of the Plan also specifies certain effects of confirmation, including that creditors are prevented from attempting to collect preconfirmation obligations except in specific circumstances or in accordance with the terms of the Plan.

Article V of the Plan includes General Provisions, such as how the Plan can be modified, and a provision that if the Plan complies with certain technical rules then it can be confirmed even if one or more classes of creditors or interest holders vote to reject the Plan (§ 1129(b)).

## PART 2. VOTING ON PLAN, AND OBJECTIONS

A. Who may vote: You are entitled to vote on the Plan unless: (1) your claim or interest is Disputed (as defined in the Plan); (2) your class is to receive no distribution (presumed to reject the Plan); (3) your class is
"unimpaired" (presumed to accept the Plan - see Exhibit A to the Plan for the proponent's designation of which classes are "impaired") (§ 1124); or (4) your claim is unclassified (and thus is required by law to be paid in full) $(\S \S 1123(a)(1) \& 1129(a)(9)(A) \&(C))$. If your claim or interest is Disputed then you must file a motion to have it allowed for voting purposes (you must do that soon, so that your motion can be heard before votes are counted) (Rule 3018(a)).
B. Who may vote in more than one class: If your claim has been allowed in part as a secured claim and in part as an unsecured claim, or if you otherwise hold claims or interests in more than one class, you are entitled to accept or reject the Plan in each capacity and you should return one ballot for each claim or interest.
C. How to vote: Fill out and return the attached ballot (if you are entitled to vote) by the deadline and according to the other instructions in the enclosed order or court-approved notice regarding voting and procedures.
D. Effect of vote: The Plan will be confirmed only if (1) it is accepted by each impaired class, or (2) it is accepted by at least one impaired class (without counting the votes of "insiders," as defined in § 101(31)) and the court determines that the Plan is "fair and equitable" (as defined by §1129(b)) to all rejecting classes of creditors, and (3) it meets all of the other legal requirements for confirmation. A class of creditors accepts the Plan if a majority in number and at least two-thirds in dollar amount of the claims in that class are timely voted in favor of the Plan (§ 1126(c)). A class of interests accepts the Plan if at least two-thirds of those interests are timely voted in favor of the Plan (§ 1126(d)).
E. Solicitation of votes: Nobody is permitted to solicit your vote to accept or reject any plan during the bankruptcy case unless, at or before the time of the solicitation, you have been provided with the plan or a summary of the plan and a written disclosure statement that has been approved by the court as containing adequate information for you to make an informed judgment about the plan. Then any person may solicit your vote for or against the Plan.
F. Who may object: Even if you are not entitled to vote, you can object to confirmation of the Plan if you believe that the requirements for confirmation are not met (and if you are a party in interest in this bankruptcy case). For the deadlines and procedures, see the enclosed order or court-approved notice.

## PART 3. OTHER INFORMATION

A. Background/Risk Factors. Attached as an exhibit to this Disclosure Statement is a brief description of: (1) Debtor's history: the events leading to the chapter 11 bankruptcy, and any other relevant history of Debtor's business and financial affairs; (2) significant events during the bankruptcy case; and (3) exit strategy: steps taken or planned to fix the problems that led to bankruptcy, and the principal risk factors in future.
B. Litigation. Debtor might sue you if, for example, you received a transfer of funds or any other property from Debtor that is avoidable under the Bankruptcy Code. Other types of claims also may be made, and the Plan proponent has not completed investigations, but the anticipated and pending legal proceedings by or against Debtor are listed in an exhibit to this Disclosure Statement.
C. Feasibility: The Plan cannot be confirmed unless the court finds it feasible. A Plan is feasible if confirmation of the Plan is not likely to be followed by Debtor's liquidation or need for further financial reorganization, unless such liquidation or reorganization is proposed in the Plan (§1129(a)(11)). The Plan proponent believes it is feasible because, both on the Effective Date and for the duration of the Plan, the proponent estimates that Debtor will have sufficient cash to make all distributions. Projected revenues, expenses, and proposed payments to creditors during the Plan Term are specified in Exhibit C to this Disclosure Statement.
D. Tax consequences of the Plan: (1) Tax consequences to the debtor: The tax consequences to Debtor of the Plan's implementation, including but not limited to tax attribute reduction and the recognition of gain or loss on any sale of Debtor's assets (and the projected tax thereon), have been taken into account and
are properly reflected in the financial projections attached to this Disclosure Statement and Exhibits A and B to the Plan.
(2) Tax consequences to holders of claims and interests: You should consult your own accountant, attorney and/or advisors as to the tax effect to you of Plan transactions.
[Note: Pursuant to § 1125(a)(1), the court may require a more detailed description of the tax consequences of the Plan to the debtor and other interested parties, including holders of claims and interests, if the court determines that such information is required in view of the Plan's complexity, the benefit of additional information to creditors and other parties in interest, and the cost of providing additional information].
E. Liquidation analysis: The Plan cannot be confirmed unless the court finds that, for each impaired class of claims or interests that has not accepted the Plan, the class will receive or retain no less than if Debtor's bankruptcy estate were liquidated under chapter 7 of the Bankruptcy Code. A liquidation analysis is attached as an exhibit to this Disclosure Statement.
F. Special procedures: This Disclosure Statement and the accompanying Plan, with exhibits, are the principal documents for Debtor's proposed financial restructuring, but the court may authorize more lengthy documents to be filed separately (a Plan supplement), or may authorize shorter documents to be served on some classes. Streamlined procedures are encouraged, both to save costs and because that may provide creditors and other parties in interest with more meaningful disclosure. For example, the court may consider: (1) whether, instead of receiving the full Plan and Disclosure Statement, some classes should receive a "courtapproved summary" such as a brief table showing the proposed treatment of each class, with prominent instructions on how to request a copy of the full documents and/or review them online (per § 1125(b) \& (c) and Rule 3017(d)(1)); (2) whether to establish special procedures for transmitting documents and information "to beneficial holders of stock, bonds, debentures, notes, and other securities" (per Rule 3017(e)), (3) whether to adjust any deadlines (see Rule 9006(c)), and (4) whether to adopt any other special procedures.

| I declare under penalty of perjury under the laws of the <br> United States that the foregoing and the factual <br> assertions in the attached exhibits are true and correct. <br> Signature: <br> Debtor or other Plan proponent | Printed name of signer: |
| :--- | :--- |
| Date: | Organization (if applicable): <br> Title (e.g., President): <br> Date: |

Attorney Certification (subject to what the judge may permit/require, this form is not mandatory, but if it is used then it and its exhibits must not be altered without disclosure/authorization as provided below):

I, the undersigned, am legal counsel for the above-referenced Plan proponent, and I hereby certify the following: (1) the foregoing Disclosure Statement and attached exhibits are true and correct copies of the latest versions of the local forms of disclosure statement and exhibits approved for use by the United States Bankruptcy Court for the Central District of California; (2) modifications have been made as directed or permitted by written order (docket no. ___) (or, if the presiding judge permits, by other authorization such as oral approval by the court on the record - specify: $\qquad$ ); and (3) no other alterations or modifications to any provision of such form have been made except as shown by a "redlined" version of this Disclosure Statement (docket no. $\qquad$ ) or as follows:

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: $\qquad$ Signature: $\qquad$ Print name: $\qquad$ .

| Exhibits to <br> Plan | Description | Exhibits to <br> Disclosure <br> Statement | Description |
| :---: | :--- | :---: | :--- |
| A | Treatment of Claims and Interests | C | Projected Revenues and Expenses |
| B | Treatment of Executory Contracts and <br> Unexpired Leases | D | Recent Financial History |
| Additional <br> Enclosures | Description | E | Secured Claims, and any § 1111(b) <br> Analysis |
|  | Ballot | F | General Unsecured Claims (Class 4) |
|  | Order or Notice Regarding Deadlines <br> and Procedures | G | Liquidation Analysis |
|  |  | H | Endnotes/Continuation Sheets |

Dudley Debtor



This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

| Dudley Debtor |  | Exhibit D: Recent Financial History (e.g., last 6 or 12 months, or as directed by judge) |  |  |  |  |  |  |  |  |  | 2:14-12345 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Month Ending: | 01/31/14 | 02/28/14 | 03/31/14 | 04/30/14 | 05/31/14 | 06/30/14 | 1_1_ | I_I_ | I_I_ | I_1_ | 1_1_ | 1_1_ |
| MOR dkt.\#/Source | 16 | 20 | 28 | 32 | 36 | 45 |  |  |  |  |  |  |

Cash Accounting: General Account (from 1st page of Monthly Operating Reports (MORs), or closest equivalent for prepetition periods-e.g., QuickBooks ${ }^{T M}$ )

| Beginning Balance | \$ | 10,000 | \$ | 10,000 | \$ | 11,000 | \$ | 13,000 | \$ | 16,000 | \$ | 20,000 | \$ | - | \$ | - | \$ | - | \$ | - | \$ |  | \$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Total receipts | \$ | 5,000 | \$ | 6,000 | \$ | 7,000 | \$ | 8,000 | \$ | 9,000 | \$ | 10,000 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Transfers to accts. | \$ | - | \$ | - | \$ | - | \$ |  | \$ | - | \$ | - | \$ | - | \$ | - | \$ |  | \$ | - | \$ | - | \$ | - |
| Disbursements | \$ | $(5,000)$ | \$ | $(5,000)$ | \$ | $(5,000)$ | \$ | $(5,000)$ | \$ | $(5,000)$ | \$ | $(5,000)$ | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Total disbursements | \$ | $(5,000)$ | \$ | $(5,000)$ | \$ | $(5,000)$ | \$ | $(5,000)$ | \$ | $(5,000)$ | \$ | $(5,000)$ | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Ending Balance | \$ | 10,000 | \$ | 11,000 | \$ | 13,000 | \$ | 16,000 | \$ | 20,000 | \$ | 25,000 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Other accts-itemize | \$ |  | \$ |  | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Remaining Cash | \$ | 10,000 | \$ | 11,000 | \$ | 13,000 | \$ | 16,000 | \$ | 20,000 | \$ | 25,000 | \$ |  | \$ |  | \$ |  | \$ |  | \$ |  | \$ |  |


| Adjustments | If past amounts include non-recurring expenses, such as costs of bankruptcy, adjustments might be appropriate to compare with future projections |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BK Profl Fees | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ |  |
| Other (explain) | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ |  |
| Cumulative adjust. | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ |  |

Business Profit \& Loss (if applicable): Accrual Accounting (from part IX of MORs, or closest equivalent for prepetition periods-e.g., QuickBooks ${ }^{\text {TM }}$ )



Note to Creditors: Bifurcation. As explained in the Plan (§ I.B., "Class 2", "(a)") secured claims generally are bifurcated (§506(a)) into a secured claim up to the value of the Collateral (after any senior liens) and an unsecured claim for any balance. If you wish to dispute the bifurcation/valuation then you should file a timely objection to confirmation of the Plan (but the Plan proponent should resolve all valuation issues before soliciting votes on the Plan).

Note to Creditors: § $\mathbf{1 1 1 1 ( b )}$ Đection. (1) Applicability. The § 1111 (b) analysis may be left blank, unless the judge requires that it be completed.
(2) Deadline. The election must be made before conclusion of the disclosure statement hearing, or such later deadline as the court may fix (Rule 3014). Only creditors who request in writing a copy of proposed disclosure statements are entitled to a copy before it is approved at the disclosure statement hearing and mailed to all creditors (Rule 3017(a)), so creditors who are not proactive may miss the deadline to demand the § 1111 (b) analysis and make the § 1111(b) election.
(3) Complexity. The $\S 1111$ (b) election is complex - most creditors do not make it, and before doing so you are strongly encouraged to consult an attorney. Briefly, the election generally results in no increase in present value of the payment stream under the Plan (§ 1129(b)(2)(A)(i)(II), Plan § 1.B.). Instead the Plan proponent usually proposes a substantially longer term, resulting in smaller payments. In addition, if you make the election you will lose any unsecured "deficiency" claim (with its voting rights and distributions, if any). The benefit of making the election is that your claim is not bifurcated (i.e., you retain the full dollar amount of your lien), which means that if the Collateral increases in value then probably you will share in that increase if either (a) the Collateral is sold or refinanced (and the security documents contain due on sale/refinance provisions that you can enforce) or (b) Debtor defaults and you are able to foreclose.
(4) Imputed \& actual interest rates. (a) Plan proponents typically seek long repayment periods because shorter periods increase the imouted interest rate (e.g., if a claim of $\$ 400,000$ is secured by collateral worth $\$ 300,000$, and Debtor pays $\$ 400,000$ in 1 year, then the imputed interest rate is approximately $33 \%(\$ 300,000 \times 1.33=\$ 399,000)$ ! (b) Unless otherwise stated in the Plan, the actual interest rate on any late payments or additional indebtedness will be the interest rate used for the "present value" calculation.

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.


## Instructions to Plan Proponent:

(1) Quick start: Enter an estimated rough total in the first row (manual option). Later on you can revise the amount and break it down by individual claim (if required).
(2) Data entry: If using the electronic option, copy data from (a) bankruptcy Schedule F and (b) the court's claims register. The spreadsheet will automatically calculate the "Presumed Amt." (if any) and you can override that with an "Adjusted Amt." if appropriate (e.g., if the court has reduced or disallowed the claim).

| Dudley Debtor |  |  | Exhibit G: Liquidation Analysis |  |  | 2:14-12345 |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Itemized below are any changes to the most recent bankruptcy Schedules A\&B, attached/at docket\# $\rightarrow \rightarrow \rightarrow$ |  |  |  |  |  | Endnotes (Ex.H): |  |  |  |
| 1. Total from bankruptcy Schedule A: | \$ | 900,000.00 | B.24. Customer lists/personal info. | \$ |  | Partnerships: If Debtor is a partnership, then general partners are liable for any deficiency of estate property to pay all allowed claims (§ 723(a)) so their financial condition must be disclosed. |  |  |  |
| less $8 \%$ costs of sale | \$ | (72,000.00) | B.25. Vehicles \& accessories | \$ | - |  |  |  |  |
|  | \$ | - | B.26. Boats, motors, accessories | \$ | - |  |  |  |  |
|  | \$ |  | B.27. Aircraft and accessories | \$ | - |  |  |  |  |
|  | \$ | - | B.28. Office equip., furnishings, supplies | \$ | - |  |  |  |  |
|  | \$ |  | B.29. Machinery, fixtures, equip., supplies | \$ | - | Note on valuation: Subject to any court order or attached continuation sheet: <br> (1) Real estate valuation may assume $8 \%$ costs of sale. <br> (2) Accounts receivable may be discounted up to $50 \%$ of face value (to account for lack of collectibility in orderly liquidation). <br> (3) Any appraisals or other support for valuations are available upon request. |  |  |  |
| 2.Adjusted total, Schedule A property | \$ | 828,000.00 | B.30. Inventory | \$ | - |  |  |  |  |
| 3. Total from bankruptcy Schedule $B$ | \$ | 139,500.00 | B.31. Animals | \$ | - |  |  |  |  |
| B.1. Cash on hand | \$ | - | B.32. Crops - growing or harvested | \$ | - |  |  |  |  |
| B.2. Bank accounts, or equivalent | \$ |  | B.33. Farming equipment/implements | \$ | - |  |  |  |  |
| B.3. Security deposits | \$ |  | B.34. Farm supplies, chemicals, feed | \$ | - |  |  |  |  |
| B.4. Household goods and furnishings | \$ | - | B.35. Other (itemize in Ex.H) | \$ | - |  |  |  |  |
| B.5. Books, art, antiques, collectibles | \$ |  | 4.Adjusted total, Sch. B property | \$ | 139,500.00 |  |  |  |  |
| B.6. Wearing apparrel | \$ |  | 5. Other (e.g., avoidance actions-itemize) | \$ | - |  |  |  |  |
| B.7. Furs and jewelry | \$ | - | 6. Total Assets (ln. $2+4+5$ ) | \$ | 967,500.00 |  |  |  |  |
| B.8. Hobby equipment | \$ |  | 7. Claims Senior to General Unsecured Claims |  |  | Hypothetical chapter 7 trustee fees |  |  |  |
| B.9. Insurance policies | \$ | - | 7a. Secured claims (after bifurcation) | \$ | 900,000.00 | \$ 967,500.00 Total disbursements |  |  |  |
| B.10. Annuities | \$ |  | 7b. Chapter 7: trustee fees (from sidebar) | \$ | 50,108.00 | \$ $(30,340.00)$ Minus exemptions |  |  |  |
| B.11. Tuition accounts | \$ |  | 7c. Chapter 7: other costs of administration | \$ |  | \$ - Minus adjustments* |  |  |  |
| B.12. IRAs or other pension/profit sharing | \$ | - | 7d. Chapter 11: unpaid professionals' fees | \$ | 20,000.00 | \$ 937,160.00 = Net disbursements |  |  |  |
| B.13. Stock/interests in businesses | \$ | - | 7e. Chapter 11: other administrative costs | \$ | - | § 326 calculations |  |  |  |
| B.14. Partnerships or joint ventures | \$ | - | 7f. Priority claims (bankruptcy Schedule E) | \$ | 10,000.00 | \$ | $5,000.00 \times 25 \%=$ | \$ | 1,250.00 |
| B.15. Bonds \& instruments | \$ |  | 7g. Debtor's exemptions (bankr. Sch.C) | \$ | 30,340.00 | \$ | $45,000.00 \times 10 \%=$ | \$ | 4,500.00 |
| B.16. Accounts receivable | \$ | - | 7h. Other/adjustments (describe in Ex.H) | \$ | - |  | 887,160.00 X 5\%= | \$ | 44,358.00 |
| B.17. Domestic support/property division | \$ | - | 8. Total Senior Claims (In. 7a to 7h) | \$ | 1,010,448.00 | \$ | X $3 \%=$ | \$ |  |
| B.18. Tax refunds \& other liquidated \$ | \$ | - | 9. Net available for unsecured ( $\mathrm{In} .6-\mathrm{In} .8)$ | \$ | - | \$ | 937,160.00 Totals | \$ | 50,108.00 |
| B.19. Equitable interests, life estates, etc. | \$ | - | 10a.Gen. unsecured claims from Ex.F | \$ | 450,000.00 |  | Adjustment (if any) | \$ | - |
| B.20. Inheritances, death benefits, etc. | \$ | - | 10b.Other gen. unsecured claims (if any) | \$ | - |  | Trustee Fee | \$ | 50,108.00 |
| B.21. Other contingent/unliquidated claims | \$ |  | 11Total gen. unsecured (In.10a+10b) | \$ | 450,000.00 |  | ents would includ |  | mated |
| B.22. Patents, copyrights, other IP | \$ | - | 12. Ch. 7 Estimated Dividend (In.9/In.11) |  | None |  | and non-estate fund |  | returned |
| B.23. Licenses, franchises, intangibles | \$ | - | 13. Plan Est. Dividend (Ex.A Class 4A) |  | 12.00\% |  | parties. |  |  |

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## EXAMPLE "B"

## "STEP" PLAN

(Same Plan and Disclosure Statement except for about a dozen changes - highlighted in blue - to the Worksheet and the data on Exhibits A, C, and H. Only the changed pages are included in this example.)

| In re Dudley Debtor |  | Plan \& Disclosure Statement Exhibits WORKSHEET <br> Do not file this page | Case \#:Order for Relief (usually the Petition Date):Tax Term* (§§ 507(a)(8), 1129(a)(9)(c)): | 2:14-bk-12345-NB |
| :---: | :---: | :---: | :---: | :---: |
| Anticipated Effecitve Date: | 07/01/2014 |  |  | 01/01/2014 |
| Plan Term* (e.g., 60 mos.) | 60 |  |  | 53 |
| PLAN PERIODS |  |  |  |  |
| Through which month: | 12 | $53-60$ |  |  |
| (E.g., through month 60) These periods are only used if net income or Plan payments change ("Step Up" / "Step Down")* |  |  |  |  |
| Instructions to Plan Proponent |  |  |  |  |
| (1) Quick start: (a) Begin with highlighted cells. (Later you can edit other cells, unless they are protected formulas or text.) <br> (b) Enter the Plan Term in Period A (e.g., " $60^{\prime \prime}$ ) (or enter the Tax Term, if applicable). You can adjust the Periods later if needed.* <br> (c) Follow the samples / tutorial posted on the court's website. |  |  |  |  |
| (b) In rare instances, it is appropriate to bypass assumptions that are built into the spreadsheet (e.g., Ex.A assumes certain tax payments (§ 1129(a)(9)(C)), but if a different treatment is agreed or proposed, then use an Extra Row to show it, with an explanation in an Endnote). |  |  |  |  |
| (3) Assembly: (a) Exhibits: Attach Ex.A\&B to the Plan, and Ex.C-H \& supporting documents to the Disclosure Statement-if the judge permits, file bulky documents separately. <br> (b) Service: Do not serve your Plan documents on the entire creditor matrix until the judge authorizes voting (see Rule 3017). |  |  |  |  |
| Instructions to ACCOUNTANTS: In preparing any financial statements in these exhibits, please consult the Statement of Position 90-7, Financial Reporting by Entities in Reorganization Under the Bankruptcy Code (11/19/90, as it may be amended from time to time) prepared by the AICPA Task Force on such reporting. |  |  |  |  |
| *Notes: (1) Plan Term. The Plan Term has nothing to do with the Term over which individual claims are paid (that is specified in Ex.A). The Plan Term is the period of projected cash flows (Ex.C) and, if Debtor is an individual, it is also the period before Debtor is eligible for a standard discharge (see Plan Article IV.A.). <br> (2) Plan Periods. Choose Periods with no change in either (a) net income or (b) Plan Payments (otherwise, monthly cash flow calculations in Ex.C will be incorrect). |  |  |  |  |
| Example1: If Debtor owes priority taxes that will be paid over a 53 month Tax Term, then Period A should be " 53 " (or less). (If you forget this, then the spreadsheet will remind you when you try to enter a dollar amount for priority taxes in Ex.A.) |  |  |  |  |
| Examole2: If the same Debtor anticipates an increase in net income after 12 months, then Period A should be to month "12", Period B should be to month "53", and Period C should be to month "60". (Again, if you forget, the spreadsheet will remind you.) |  |  |  |  |

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## "TUTORIAL" showing how Source Documents are used to fill out the Exhibits

WORKSHEET

| In re Dudley Debtor |  | Plan \& Disclosure Statement Exhibits WORKSHEET <br> Do not file this page | Case \#: <br> Order for Relief (usually the Petition Date): Tax Term* (§§ 507(a)(8), 1129(a)(9)(c)): | 2:14-12345 |
| :---: | :---: | :---: | :---: | :---: |
| Anticipated Effecitve Date: | $07 / 01 / 2014$ |  |  | 01/01/2014 |
| Plan Term* (e.g., 60 mos.): | 60 |  |  | 53 |
| PLAN PERIODS |  |  |  |  |
| Through which month: | (60) |  |  |  |
| (E.g., through month 60) |  | These periods are only used if net in | ayments change ("Step Up" / "Step Dow |  |

## Instructions to Plan Proponent:

(1) Quick start: (a) Begin with highlighted cells. (Later you can edit other cells, unless they are protected formulas or text.)
(b) Enter the Plan Term in Period A (e.g., " 60 ") (or enter the Tax Term, if applicable). You can adjust the Periods later if needed.*
(c) Follow the samples / tutorial posted on the court's website.
(2) Be flexible: (a) Use Endnotes (Ex.H) and Continuation Sheets as needed (e.g., for extra space, or special provisions).
(b) In rare instances, it is appropriate to bypass assumptions that are built into the spreadsheet (e.g., Ex.A assumes certain tax payments (§ 1129(a)(9)(C)), but if a different treatment is agreed or proposed, then use an Extra Row to show it, with an explanation in an Endnote).
(3) Assembly: (a) Exhibits: Attach Ex.A\&B to the Plan, and Ex.C-H \& supporting documents to the Disclosure Statement-if the judge permits, file bulky documents separately (b) Service: Do not serve your Plan documents on the entire creditor matrix until the judge authorizes voting (see Rule 3017).

Instructions to ACCOUNTANTS: In preparing any financial statements in these exhibits, please consult the Statement of Position 90-7, Financial Reporting by Entities in Reorganization Under the Bankruptcy Code (11/19/90, as it may be amended from time to time) prepared by the AICPA Task Force on such reporting.
*Notes: (1) Plan Term. The Plan Term has nothing to do with the Term over which individual claims are paid (that is specified in Ex.A). The Plan Term is the period of projected cash flows (Ex.C) and, if Debtor is an individual, it is also the period before Debtor is eligible for a standard discharge (see Plan Article IV.A.).
(2) Plan Periods. Choose Periods with no change in either (a) net income or (b) Plan Payments (otherwise, monthly cash flow calculations in Ex.C will be incorrect).

Example1: If Debtor owes priority taxes that will be paid over a 53 month Tax Term, then Period A should be " 53 " (or less). (If you forget this, then the spreadsheet will remind you when you try to enter a dollar amount for priority taxes in Ex.A.)
Example2: If the same Debtor anticipates an increase in net income after 12 months, then Period A should be to month "12", Period B should be to month " 53 ", and Period C should be to month "60". (Again, if you forget, the spreadsheet will remind you.)

## ExHIBIT A



SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS


## Source Document 2: Sr Lienholder Proof of Claim



## ExHIBIT B



## Source Document 1: Schedule F

SCHEDULE F - CREDITORS HOLDING UNSECURED NONRRIORITY CLAIMS


## Source Document 2: Schedule G

SQHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES


## Exhibit C



Source Document 1: June MOR
Plan period is entered on the worksheet and imported to this exhibit.

UNITED STATES DEPARTMENT OF JUSTICE
OFFICE OF THE UNITED STATES XRUSTEE
CENTRAL DISTRICT OF CALIFORNIA


## ExHIBIT D



Source Document 1: June MOR


## Exhibit C1



Source Document 1: Schedule J

## Official Form B6J

## Schedule J: Your Expenses

## 23. Calculate your monthly net income.

23a. Copy line 12 (your combined monthly income) from Schedule 1 .
23b. Copy your monthly expenses from line 22 above
23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.


12133
${ }^{23 a}$.
23 b.


SOURCE DOCUMENT 2: Schedule I

Official Form B61

## Schedule I: Your Income



ExHIBIT E


## ExHIBIT F

| Dudley Debtor | Exhibit F: General Unsecured Claims, in Class 4A or 4B |  |  |  |  |  |  |  |  | 2:14-bk-12345-NB |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Claim Information: | Insider | Scheduled Claims |  | Filed Claims |  | $\begin{gathered} \text { Obj. } \\ \text { Dkt.\# } \end{gathered}$ | Presumed Amt. §502(a)/1111(a) |  | $\begin{gathered} \text { Order } \\ \text { Dkt.\# } \end{gathered}$ | Adjusted Amt. (if any) | Dividend (from |  |
| Name / Description / Endnotes | $Y$ ? | Amount | $D / C / U$ | POC\# | Amount |  |  |  | EX.A) |  | 12.0\% |
| 1.Manual Option: total from bankr. Sched. F $\rightarrow$ |  | \$ 250, | Copy attached/at docket no. $\rightarrow$ |  |  | 1 |  |  |  |  |  |  |  |
| 2.Minus any claims manually reduced/deleted $\rightarrow$ |  | \$ |  |  |  |  |  |  |  |  |  |  |
| 3.Plus any claims manually increased/added $\rightarrow$ |  | \$ |  |  |  |  |  |  |  |  | Plan Payments: |  |
| 4.Subtotal, manually estimated claims (ln. 1 to 3): |  | \$ 250 |  |  |  |  | \$ | 250,000.00 |  |  | \$ | 30,000.00 |

## Source Document 1. Schedule F

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS


## Exhibit G



## Source Document 3: Schedule B



As Schedule C does not have a "total" feature, plan proponents will need to manually total exemptions from Schedule C and insert in the space designated above.

## Source Document 4: Schedule E

SChEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

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[^0]:    This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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