



Entered on Docket
December 08, 2010

Hon. Bruce A. Markell
United States Bankruptcy Judge

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:

KELLY R. THEOBALD,

Debtor,

Case No.: 10-18360-BAM

Chapter 11

Hearing Date: 11/30/2010

Hearing Date: 9:00 AM

"AMENDED"
ORDER CONFIRMING PLAN OF REORGANIZATION OF KELLY R. THEOBALD

KELLY R. THEOBALD (the "**Debtor**"), as debtor and debtor in possession, having proposed and filed the Chapter 11 Plan of Reorganization (the "**Plan**");¹ and the Court having conducted a hearing on NOVEMBER 30, 2010 (the "**Hearing**") to consider confirmation of the Plan, as modified by certain modifications filed with the Court as set forth in the Debtor's Memorandum of Law in Support of Confirmation of her Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "**Memo**"); and the Court having considered (i) the arguments of counsel presented at the Hearing, (ii)

¹ All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Plan.

1 the pleadings filed in support of confirmation; and the Court being familiar with the Plan and other
2 relevant factors affecting this case pending under Chapter 11 of Title 11 of the United States Code, 11
3 U.S.C. §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”); and the Court having taken judicial
4 notice of the entire record of the Chapter 11 case, including, without limitation, all pleadings and
5 papers filed by the Debtor in the Chapter 11 case, (i) the order (the “**Disclosure Statement Order**”)
6 entered by the Court on October 1, 2010 (a) approving the Debtor’s Disclosure Statement with
7 Respect to the Plan (the “**Disclosure Statement**”), (b) approving the forms of ballots and solicitation
8 and tabulation procedures, (c) prescribing the form and manner of notice thereof, (d) fixing the last
9 date for filing objections to the Plan, and (e) scheduling the Hearing to (A) approve the Disclosure
10 Statement, and (B) consider confirmation for the Chapter 11 Plan, and (f) appointing Citizens for
11 Consumer’s Rights. (“CCR”) as solicitation and tabulation agent; and the Court having found that due
12 and proper notice has been given with respect to the Hearing and the deadlines and procedures for
13 objections to the Plan and the appearance of all interested parties having been duly noted in the record
14 of the Hearing; and upon the record of the Hearing, and after due deliberation thereon, and sufficient
15 cause appearing therefore;

16
17
18 **IT IS HEREBY FOUND AND CONCLUDED,**² that

19
20 **JURISDICTION AND VENUE**

21 A. The Court has jurisdiction to conduct the Hearing and to confirm the Plan pursuant to 28
22 U.S.C. § 1334.

23 B. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b) and this Court
24 has jurisdiction to enter a final order with respect thereto.

25
26 ² The Findings of Fact and Conclusions of Law contained herein constitute the findings of fact and
27 conclusions of law required to be entered by this Court pursuant to Rule 52 of the Federal Rules of
28 Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of
Bankruptcy Procedure (the “**Bankruptcy Rules**”). To the extent any finding of fact constitutes a
conclusion of law, it is adopted as such. To the extent any conclusion of law constitutes a finding of
fact, it is adopted as such.

1 C. The Debtor is a proper debtor under section 109 of the Bankruptcy Code and the Debtor, is
2 a proper proponent of the Plan under section 1121(a) of the Bankruptcy Code.

3 D. Each of the conditions precedent to the entry of this Order has been satisfied.
4

5 **JUDICIAL NOTICE**

6 E. This Court takes judicial notice of the docket of the Debtor's Chapter 11 case maintained by
7 the Clerk of the Court and/or its duly-appointed agent, and all pleadings and other documents filed, all
8 orders entered, and evidence and argument made, proffered or adduced at, the hearings held before the
9 Court during the pendency of the Chapter 11 case.

10 **STANDARDS FOR CONFIRMATION UNDER**
11 **SECTION 1129 OF THE BANKRUPTCY CODE**
12

13 F. Section 1129(a)(1). The Plan complies with each applicable provision of the Bankruptcy
14 Code. In particular, the Plan complies with the requirements of sections 1122, 1123, 1125, and 1126
15 of the Bankruptcy code.

16 G. Section 1129(a)(4). No payment for services or costs in connection with the Chapter 11
17 case or the Plan has been made by the Debtor other than payments that have been authorized by order
18 of the Court.

19 H. Section 1129(a)(7). Each holder of an impaired Claim that has not accepted the Plan will,
20 on account of such Claim, receive or retain property under the Plan having a value, as of the Effective
21 Date, that is not less than the amount that such holder would receive or retain if the Debtor was
22 liquidated under chapter 7 of the Bankruptcy Code.

24 I. Section 1129(a)(8). The Plan has been accepted by all impaired classes of Claims.
25 Nevertheless, the Plan is confirmable because it satisfies 1129(b)(1) of the Bankruptcy Code with
26 respect to such non-accepting classes of Claims.
27
28

1 J. Section 1129(a)(9). The Plan provides treatment for Administrative and Priority Claims that
2 is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code.

3 K. Section 1129(a)(10). The Plan has been accepted by all classes of impaired Claims that
4 voted on the Plan, including classes 1 and 3, which is determined without including any acceptance of
5 the Plan by any insider. Class 2 is moot because the Debtor surrendered the Property.
6

7 L. Section 1129(a)(11). Confirmation of the Plan is not likely to be followed by the liquidation
8 or the need for the further financial reorganization of the Debtor.

9 M. Section 1129(a)(12). The Plan provides for the payment of all fees payable under section
10 1930, title 28, United States Code by the Debtor on the Effective Date (or as soon as practicable
11 thereafter). After the Effective Date and until this Chapter 11 case is closed, converted, or dismissed,
12 the Plan provides for the payment by the Disbursing Agent of all such fees as they become due and
13 payable.
14

15 N. Section 1129(a)(15). There were no objections to the Plan from creditors holding allowed
16 unsecured claims.

17 O. Section 1129(c). The Plan (including previous versions thereof) is the only plan that has
18 been filed in the Chapter 11 case that has been found to satisfy the requirements of subsections (a) and
19 (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of the
20 Bankruptcy Code have been satisfied.
21

22 P. Section 1129(d). No party in interest, including but not limited to any governmental unit,
23 has requested that the Court deny confirmation of the Plan on grounds that the principal purpose of the
24 Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of
25 1933, and the principal purpose of the Plan is not such avoidance. Accordingly, the Plan satisfies the
26 requirements of section 1129(d) of the Bankruptcy Code.
27
28

EXECUTORY CONTRACTS

1
2 Q. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of
3 the Effective Date, the Plan provides for the rejection of each and every executory contract and
4 unexpired lease that is listed in the Plan Schedules as being rejected. The Debtor’s decisions regarding
5 the assumption and rejection of executory contracts and unexpired leases are based on and are within
6 the sound business judgment of the Debtor, are necessary to the implementation of the Plan, and are in
7 the best interests of the Debtor, her estate, holders of Claims, and other parties in interest in this
8 Chapter 11 case.
9

10 R. As required by Section 365(b) of the Bankruptcy Code, all cure obligations associated with
11 any executory contract or unexpired lease that is to be assumed under the Plan shall be paid.
12

SETTLEMENTS AND INJUNCTIONS

13 S. Pursuant to sections 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a), and in
14 consideration of the classification, distributions, and other benefits provided under the Plan, the
15 provisions of the Plan constitute a good faith compromise and settlement of all the Claims and
16 controversies resolved pursuant to the Plan.
17

18 **ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

19 **A. General**

- 20 1. The Plan is hereby confirmed and the record of the Hearing is hereby closed.
21
22 2. The Effective Date of the Plan shall occur on the date when the Court signs this Order
23 confirming the Plan.
24
25 3. In accordance with section 1141(a) of the Bankruptcy Code and upon the occurrence of the
26 Effective Date, the Plan shall be binding upon and inure to the benefit of (i) the Debtor and her
27 respective successors and assigns, (ii) the holders of Claims and their respective successors and
28 assigns (whether or not they voted to accept the Plan, whether or not they are impaired under the Plan,

1 and whether or not any such holder has filed, or is deemed to have filed a proof of Claim, (iii) any
2 other Person giving, acquiring, or receiving property under the Plan, (iv) any party to an executory
3 contract or unexpired lease of a Debtor and (v) each of the foregoing's respective heirs, successors',
4 assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives,
5 attorneys, beneficiaries, or guardians, if any.
6

7 4. On the Effective Date, except as otherwise provided in the Plan, title to all property of the
8 Estates shall vest in and be transferred in accordance with the terms of the Plan. Notwithstanding any
9 terms to the contrary, title to (1) 8460 ADAMS VALLEY STREET, LAS VEGAS, NV 89123
10 ("Property 1"), in which *BAYVIEW FINANCIAL LOAN* has a security interest; and (2) 9925 Elkhead
11 Creek Way, Las Vegas, NV 89148 ("Property 3"), in which *US BANK NATIONAL ASSOCIATION,*
12 *AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON, MBS ARMT 2005-2, ITS SUCCESSORS*
13 *AND/OR ASSIGNS*; and (3) 4556 Rapallo Court, Las Vegas, NV 89130 ("Property 4"), in which
14 CitiMortgage, Inc., all have a security interest, will be placed in a holding company in accordance
15 with the Plan.
16

17 **B. Treatment of Secured Claims**

18 5. The secured portions of the Lenders' claims are reduced to the stipulated value(s) or by
19 Order of Motion To Value of the Properties, pursuant to 11 U.S.C. § 506(a).
20

21 6. That the unsecured portions of the Lenders' claims are reduced and shall be treated as
22 "general unsecured claims", pursuant to 11 U.S.C. § 506(a).

23 7. That the secured and unsecured claims against the property located at 8460 ADAMS
24 VALLEY STREET, LAS VEGAS, NV 89123 ("Property 1") are bifurcated in accordance with the
25 Joint Stipulation in the amount of \$165,000.00; and the creditors' wholly unsecured claims shall be
26 treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the
27 claims against 8460 ADAMS VALLEY STREET, LAS VEGAS, NV 89123 ("Property 1") are:
28

- 1 a. First Lien – *BAYVIEW FINANCIAL LOAN*
- 2 i. Secured Claim - \$165,000.00
- 3 ii. Unsecured Claim - \$85,490.50
- 4
- 5 b. That the Note is modified by Joint Stipulation with a new principle balance of
- 6 \$165,000.00 with a fixed interest rate of five and one-quarter percent (5.25%)
- 7 and a re-amortization of the Debtor’s First Lien Mortgage Loan to thirty (30)
- 8 years with monthly principal and interest payments to be made to Creditor in
- 9 the amount of one-thousand four-hundred sixty-one dollars thirty-nine cents
- 10 (\$1,067.92) beginning on January 1, 2010, allowing a normal 15 day grace
- 11 period before any late charges or fees can be assessed. Payments shall be made
- 12 on account 288516 to 4425 Ponce De Leon Blvd, 5th Floor, Coral Gables,
- 13 Florida 33146.
- 14
- 15 c. Post-Petition arrears in the amount of \$6,407.52 shall be paid and deducted as
- 16 part of the plan payment in the amount of \$106.79 at 0% interest for 60 months.

17 8. That the secured and unsecured claims against the property located at 9925 Elkhead Creek

18 Way, Las Vegas, NV 89148 (“Property 3”) are bifurcated per the Order on the Debtor’s Motion to

19 Value after Notice and Hearing and without any objections; and the creditors’ wholly unsecured

20 claims shall be treated as “general unsecured claims,” pursuant to 11 U.S.C. § 506(a), and the total

21 amounts of the claims against 9925 Elkhead Creek Way, Las Vegas, NV 89148 (“Property 3”) are:

- 22
- 23 a. First Lien – *US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR*
- 24 *CREDIT SUISSE FIRST BOSTON, MBS ARMT 2005-2, ITS*
- 25 *SUCCESSORS AND/OR ASSIGNS*
- 26 i. Secured Claim - \$102,000.00
- 27 ii. Unsecured Claim - \$127,264.54
- 28

1 b. That the Note is modified per the Confirmation of the Debtor's Plan of
2 Reorganization and Order thereon with a fixed interest rate of two
3 percent (2.00%) for the first five years amortized over thirty (30) years,
4 and monthly payments of \$377.01 then, five percent (5.00%) fixed
5 interest rate for the remaining twenty-five (25) years with a monthly
6 payment amount of \$547.56 until paid. Monthly principal and interest
7 payments to be made to Creditor in the amount of three-hundred
8 seventy-seven dollars and one cent (\$377.01) beginning on January 1,
9 2011, allowing a normal 15 day grace period before any late charges or
10 fees can be assessed. Payments shall be made to Creditor for account
11 ending in 6927 to Americas Servicing Company, Bankruptcy
12 Department, One Home Campus, Attn: BK Payment Processing, MAC
13 x2302-04C, Des Moines, IA 50328.

14 c. Post-Petition Arrears of \$2,262.06 shall be paid and deducted as part of
15 the plan payment in the amount of \$37.70 at 0% interest over 60 equal
16 monthly installments.

17 9. That the secured and unsecured claims against the property located at 4556 Rapallo Court,
18 Las Vegas, NV 89130 ("Property 4") are bifurcated per the Order on the Debtor's Motion to Value
19 after Notice and Hearing and without any objections; and the creditors' wholly unsecured claims shall
20 be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the
21 claims against 4556 Rapallo Court, Las Vegas, NV 89130 ("Property 4") are:
22

23 a. First Lien – *NATIONSTAR MORTGAGE*

24 i. Secured Claim - \$97,000.00

25 ii. Unsecured Claim - \$0.00
26
27
28

1 b. That the Note is modified per the Confirmation of the Debtor's Plan of
2 Reorganization and Order thereon with a fixed interest rate of two
3 percent (2.00%) for the first five years amortized over thirty (30) years,
4 and monthly payments of \$358.53 then, five percent (5.00%) fixed
5 interest rate for the remaining twenty-five (25) years with a monthly
6 payment amount of \$520.72 until paid. Payments shall be made
7 beginning on January 1, 2011, allowing a normal 15 day grace period
8 before any late charges or fees can be assessed. Payments shall be made
9 to Creditor for account ending in 2069 to NATIONSTAR
10 MORTGAGE, 350 Highland Drive, Lewisville, TX 75067.

11 c. Post-Petition Arrears of \$2,151.18 shall be paid and deducted as part of
12 the plan payment in the amount of \$35.85 at 0% interest over 60 equal
13 monthly installments.

14 10. That unsecured portions of the Lenders' claims be reclassified as general unsecured claims
15 to be paid pro rata with other general unsecured creditors through the Debtor's Chapter 11 plan.

16 11. That Lenders' secured rights and/or lien-holder rights in the Properties are hereby modified
17 as set forth above, and the terms of the Note are hereby modified on Properties 1, 3 and 4.

18 **C. Plan Implementation**

19 12. The Debtor is authorized to undertake or cause to be undertaken any and all acts and
20 actions contemplated by the Plan or required to consummate and implement the provisions of the Plan,
21 prior to, on, and after the Effective Date, including without limitation, entering, executing, delivering,
22 filing or recording any agreements, instruments, or documents necessary to implement the Plan. All
23 such actions shall be deemed to have occurred and shall be in effect without any requirement or
24 further action by the Debtor.

1 13. Each federal, state, commonwealth, local, foreign or other governmental agency is hereby
2 directed and authorized to accept any and all documents, mortgages, and instruments necessary or
3 appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and
4 this Order.

5
6 **D. Plan Distributions**

7 14. On and after the Effective Date, distributions on account of allowed Claims, shall be
8 effectuated pursuant to the Plan. Allowed Claims are those claims that have filed a proof of claim as
9 of the confirmation date. Plan distributions shall commence on January 1, 2011 and end January 2016.

10 15. In accordance with the Plan, all applications for payment of fees and reimbursement of
11 expenses by professionals retained in these Chapter 11 Cases as well as parties seeking compensation
12 pursuant to section 503 of the Bankruptcy Code must be filed with the Court by the date that is no
13 later than forty-five (45) days after the Confirmation Date of the Plan (or, if such date is not a
14 Business Day, by the next Business Day thereafter). Any Person or entity that fails to file such an
15 application or request on or before such date shall be forever barred from asserting such
16 Administrative Claim against the Debtor or her property, and the holder thereof shall be enjoined from
17 commencing or continuing any action, employment of process or act to collect, offset or recover such
18 Administrative Claim. Applications for approval of professionals' fees not previously awarded during
19 the pendency of the Chapter 11 case may be included in such professional's final applications as set
20 forth herein and in the Plan. Objections, if any, to Fee Claims shall be filed and served not later than
21 five (5) business days prior to the date set by the Court for the hearing to consider such requests.

22
23 **E. Executory Contracts and Leases**

24 16. As of the Confirmation Date all executory contracts and unexpired leases of the
25 Debtor shall be assumed, pursuant to sections 365 and 1123 of the Bankruptcy Code.
26
27
28

1 17. Upon the Confirmation Date of the Plan, the Debtor shall provide notice of the rejection
2 pursuant to the Plan of an executory contract or unexpired lease to any non-debtor parties. In the event
3 the Plan otherwise is not consummated, the Debtor may modify or amend (including, without
4 limitation, making additions and/or deletions) all rights of a Debtor to assume or reject its unexpired
5 leases and executory contracts shall be reinstated to the date immediately prior to the date of this
6 Order.
7

8 **F. Taxes and Transfers**

9 18. The transfer of any security under the Plan or this Order has been duly authorized, and
10 when issued as provided in the Plan, will be validly issued, fully paid, and non-assessable.

11 19. Creditors seeking to protect the validity, enforceability, perfection and priority of the liens
12 and security interests granted and/or continued under the Plan may file financing statements, deeds of
13 trust, mortgages or other documents and take any and all actions as they deem appropriate, in their
14 respective discretion, to confirm the perfection of such security interests and liens.
15

16 20. All filing and recording officers are hereby directed to accept for filing or recording all
17 instruments of transfer to be filed and recorded notwithstanding any contrary provision of applicable
18 non-bankruptcy law. This Court retains jurisdiction to enforce the foregoing direction, by contempt
19 proceedings or otherwise.
20

21 **G. Miscellaneous**

22 21. From and after the Confirmation Date, this Court shall retain and have exclusive
23 jurisdiction of all matters arising out of this Chapter 11 case pursuant to, and for purposes of,
24 subsection 105(a) and section 1142 of the Bankruptcy Code, including without limitation, jurisdiction
25 over the matters set forth in the Plan, which is incorporated herein by reference, as if set forth *in*
26 *extenso*.
27
28

1 22. Except as otherwise provided in the Plan and this Order, notice of all subsequent pleadings
2 in this Chapter 11 case shall be limited to counsel for the Debtor, the United States Trustee, and any
3 party known to be directly affected by the relief sought.

4 23. Notwithstanding anything in the Plan or this Order to the contrary, the amount of any
5 Priority Tax Claim for U. S. federal income taxes, if any, and the rights of the holder of such Claim, if
6 any, to payment in respect thereof shall: (a) survive the Effective Date and consummation of the Plan
7 and be determined in the manner and by the administrative or judicial tribunal in which the amount of
8 such Claim and the rights of the holder of such Claim would have been resolved or adjudicated if the
9 Chapter 11 case had not been commenced; and (b) not be discharged, impaired or adversely affected
10 by the Plan. In accordance with section 1124 of the Bankruptcy Code, the Plan shall leave unaltered
11 the legal, equitable and contractual rights of a holder of such Claim.
12

13 24. Failure specifically to include or reference particular sections or provisions of the
14 Plan or any related agreement in this Order shall not diminish or impair the effectiveness of such
15 sections or provisions, it being the intent of the Court that the Plan is confirmed and such related
16 agreements be approved in their entirety.
17

18 25. All entities holding Claims against in the Debtor that are treated under the Plan are hereby
19 directed to execute, deliver, file, or record any document, and to take any action necessary to
20 implement, consummate, and otherwise effect the Plan in accordance with its terms, and all such
21 entities shall be bound by the terms and provisions of all documents executed and delivered by them
22 in connection with the Plan.
23

24 26. In accordance with section 1142 of the Bankruptcy Code, the Debtor, and any other entity
25 designated pursuant to the Plan are hereby authorized, empowered and directed to issue, execute,
26 deliver, file and record any document, and to take any action necessary or appropriate to implement,
27 consummate and otherwise effectuate the Plan in accordance with its terms, and all such entities shall
28

1 be bound by the terms and provisions of all documents issued, executed and delivered by them as
2 necessary or appropriate to implement or effectuate the transactions contemplated by the Plan and as
3 set forth in the Plan.

4
5 27. Any document related to the Plan that refers to a plan of reorganization of the Debtor other
6 than the Plan confirmed by this Order shall be, and it hereby is, deemed to be modified such that the
7 reference to a plan of reorganization of the Debtor in such document shall mean the Plan confirmed by
8 this Order, as appropriate.

9
10 28. In the event of an inconsistency between the Plan, on the one hand, and any other
11 agreement, instrument, or document intended to implement the provisions of the Plan, on the other,
12 the provisions of the Plan shall govern (unless otherwise expressly provided for in such agreement,
13 instrument, or document). In the event of any inconsistency between the Plan or any agreement,
14 instrument, or document intended to implement the Plan, on the one hand, and this Order, on the other,
15 the provisions of this Order shall govern.

16
17 29. The provisions of this Order are integrated with each other and are non-severable and
18 mutually dependent.

19
20 30. This Confirmation Order is a final order and the period in which an appeal must be filed
21 shall commence immediately upon the entry hereof.

22
23 31. If any or all of the provisions of this Order are hereafter reversed, modified or vacated by
24 subsequent order of this Court, or any other Court, such reversal, modification or vacatur shall not
25 affect the validity of the acts or obligations incurred or undertaken under or in connection with the
26 Plan prior to the Debtor receipt of written notice of such order. Notwithstanding any such reversal,
27 modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to,
28 and in reliance on, this Order prior to the effective date of such reversal, modification or vacatur shall

1 be governed in all respects by the provisions of this Order and the Plan and all related documents or
2 any amendments or modifications thereto.

3 32. The Plan shall be substantially consummated on the Confirmation Date because the
4 transactions described in the Plan shall have occurred or shall have been provided for.

5 33. In the event that the Debtor completes and pays all of the Plan payments as agreed, the
6 Debtor may apply to this Court for an Order of Discharge.

7 34. The Debtor may at any time after the Confirmation Order pay off any remaining Plan
8 payments in full and apply for a Discharge.

9 35. The Debtor shall commence making plan payments to the Distribution Agent and the
10 Distribution Agent shall be reasonable compensated as outlined in the Disclosure Statement and the
11 Debtor's Plan of Reorganization. Monthly Plan payments shall commence on January 1, 2011 and
12 continue for a period of 60 months. The Debtor's last plan payment shall be January 1, 2016.

13 36. The Distribution Agent shall make pro rate distributions to only those creditors that filed
14 Proofs of Claims and as outlined in "Amended" Appendix A of this Order.

15
16
17 **IT IS SO ORDERED**

18 SUBMITTED BY:

19 /s/ Steven L. Yarmy
20 Steven L. Yarmy, Esq.
21 Nevada Bar No. 8733
22 Citizens for Consumer's Rights
23 1500 E Tropicana Ave, Suite 102
24 Las Vegas, Nevada 89119
25 (702) 967-0442
26 (702) 586-3690 FAX
27 sly@stevenyarmylaw.com
28 *Attorney for the Debtor
and Debtor-in-Possession*

“AMENDED”
APPENDIX A

Creditor	Secured Claim	Unsecured Claim	Claim #	Pro Rata Distribution Amount %
Suntrust Mortgage	Surrendered 0.00	\$0	1	\$0
Wells Fargo Bank, NA,		\$6,064.78	2	\$3.12
Panorama HOA	Surrendered 0.00	\$0.00	3	\$0.00
Bayview Financial Loan	\$165,000.00	\$85,490.50	4	\$44.03
CitiMortgage, Inc.	\$0.00	\$132,923.83	5	\$68.46
Americas Servicing Company	\$102,000.00	\$127,264.54	6	\$65.55
Nationstar Mortgage	\$97,000.00	\$0.00	7	\$0.00
Pure Form Labs		\$75,000.00		\$38.63
Total Amount of Allowed Claims:		<u>\$426,743.65</u>		
Amount for Distribution before Net Deductions:				<u>\$500.13</u>
Prepetition Mtg Arrears deducted from plan payment:				\$180.34
Distribution Agent Fee:				\$100.00
Amount for Distribution to Unsecured Creditors for Allowed Claims:				\$219.79
Payment Addresses				
Wells Fargo Bank, NA, BDD Bankruptcy Dept. MAC S4101-08C, 100 West Washington Street, Phoenix, AZ 85003				
Bayview Financial Loan, 4425 Ponce De Leon Blvd, 5th Floor, Coral Gables, FL 33146				
CitiMortgage, Inc., PO BOX 6941, The Lakes, NV 88901-6941				
ASC, One Home Campus, Attn: Bkcy Payment Processing, MAC x23302-04C, Des Moines, IA 50328				
NATIONSTAR MORTGAGE, 350 Highland Drive, Lewisville, TX 75067				
Pure Form Labs, 7121 W CRAIG ROAD,STE 113 - PMB 287, Las Vegas NV 89129-6023				

1 **ALTERNATIVE METHOD re: RULE 9021:**

2 In accordance with Local Rule 9021, counsel submitting this document certifies that the order
3 accurately reflects the court's ruling and that (check one):

4 _____ The court waived the requirements of approval under LR 9021.

5 _____ No Party appeared at the hearing or filed an objection to the motion.

6 **XXX** I have delivered a copy of this proposed order to all counsel who appeared at the
7 hearing, and any unrepresented parties who appeared at the hearing, and each has
8 approved or disapproved the order, or failed to respond, as indicated below [list each
9 party and whether the party has approved or disapproved, or failed to respond to the
10 document]:

11 _____ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order
12 with the motion pursuant to LR 9014(g), and that no party has objected to the form or
13 content of the order.

14 /s/ Steven L. Yarmy

15 Steven L. Yarmy, Esq.

16 Nevada Bar No. 8733

17 Citizens for Consumer's Rights

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23 Attorney for the Debtor

24 and Debtor-in-Possession