



Signed and Filed: May 31, 2024

Hannah L. Blumenstiel

HANNAH L. BLUMENSTIEL
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

In re:) Case No. 23-30430 HLB
GRS RESTAURANT GROUP, INC.,) Chapter 11
Debtor.)

ORDER OF DISCHARGE

It is hereby **ORDERED** that a discharge is hereby granted to GRS Restaurant Group, Inc. ("GRS") under 11 U.S.C. § 1141(d)(1)(A). Because GRS is a corporation, this discharge does not apply to any debts described in 11 U.S.C. § 1141(d)(6).

****END OF ORDER****

Court Service List

[None]



1 MATTHEW D. METZGER (#240437)
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 3 **BELVEDERE LEGAL, PC**
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Signed and Filed: May 16, 2024

HANNAH L. BLUMENSTIEL
 U.S. Bankruptcy Judge

Attorney for Reorganized Debtor
 GRS Restaurant Group, Inc.

9 **UNITED STATES BANKRUPTCY COURT**
 10 **NORTHERN DISTRICT OF CALIFORNIA**
 11 **SAN FRANCISCO DIVISION**

| | | |
|--------------------------------------|---|---|
| 11 In re |) | Case No. 23-30430 HLB 11 |
| 12 GRS RESTAURANT GROUP, INC. |) | Chapter 11 |
| 13 |) | <u>ORDER CONFIRMING PLAN</u> |
| 14 Debtor(s). |) | <u>Plan Confirmation Hearing:</u> |
| 15 EIN 20-0611467 |) | |
| 16 |) | Date: May 9, 2024 |
| 17 |) | Time: 10:00 |
| 18 |) | Place: Telephonic/ Videoconference |
| 19 |) | Courtroom 19 |
| 20 |) | 450 Golden Gate Avenue |
| |) | 16th Floor |
| |) | San Francisco, CA |
| |) | Judge: Hon. Hannah L. Blumenstiel |

1 On May 9, 2024 at 10:00 a.m., before the above-captioned Court, the Court held a
2 confirmation hearing in the above-captioned chapter 11 case of Debtor-in-Possession GRS
3 RESTAURANT GROUP, INC. (the “Debtor”). Appearances were noted on the record.

4 After review of the memorandum of points and authorities in support of confirmation, the
5 declaration of Geoffrey Richard Swenson filed in support, the declaration of Hussein Tawfik filed
6 in support, the ballot summary, the declaration of Matthew D. Metzger filed in support, and the
7 related filings in the above-captioned case, the Court determined that confirmation of the Debtor’s
8 plan was appropriate as the Debtor has proven by a preponderance of the evidence that the
9 Debtor’s plan of reorganization meets all the requirements for consensual confirmation under 11
10 U.S.C. § 1129(a) *et seq.*

11 For the reasons stated on the record, as well as the findings and conclusion set forth below,
12 the court ORDERS as follows:

13 The amended Plan of Reorganization for Small Business under Chapter 11 filed by GRS
14 RESTAURANT GROUP, INC. dated March 28, 2024, Dkt. # 175, (the “Plan”), having been
15 transmitted to creditors and equity security holders; and

16 It having been determined after hearing on notice that the requirements for consensual
17 confirmation set forth in 11 U.S.C. § 1129(a) and 1191(a) have been satisfied;

18 It having been determined that the Plan, meets the requirements of 11 U.S.C. §§ 1122 and
19 1123;

20 IT IS ORDERED that:

- 21 1. The Plan is confirmed consensually per § 1191(a).
- 22 2. Creditor Antonio Marco Garcia shall be included in Class 5A with an allowed amount
23 of \$683.00 payable at the eight percent (8%) Class 5A dividend. Creditor Antonio Marco Garcia
24 shall receive a payment of no less than 8% of \$683.00, or **\$54.64**.
- 25 3. The Plan’s Feasibility Tables attached hereto as **Exhibit 1** shall replace Exhibit B.1
26 and B.2 in the Plan.

1 4. The *Stipulation Between Comerica Bank and Debtor and Debtor-in-Possession GRS*
2 *Restaurant Group, Inc. Regarding Plan Treatment*, Dkt. # 179) (the “Comerica Stipulation”) is
3 approved and incorporated hereby into the Plan and attached hereto as **Exhibit 2**. In the event of a
4 conflict between the Comerica Stipulation and the Plan, the Comerica Stipulation controls.

5 5. The *Stipulation Between Debtor-in-Possession GRS Restaurant Group, Inc. and*
6 *California Department of Tax and Fee Administration Regarding Plan Treatment*, Dkt. # 181) (the
7 “CDTFA Stipulation”) is approved and incorporated hereby into the Plan and attached hereto as
8 **Exhibit 3**. In the event of a conflict between the CDTFA Stipulation and the Plan, the CDTFA
9 Stipulation controls, except only in so far as the CDTFA and the Debtor concur that the Feasibility
10 tables attached hereto as Exhibit 1 govern.

11 6. After 14 days have passed from the date of entry of this confirmation order, the Clerk
12 of the Court shall issue an Order for Discharge of the Debtor on Official Form 3180RV1.

13 **APPROVED AS TO FORM:**

14 Dated: May 15, 2024

FRANDZEL ROBINS BLOOM & CSATO, L.C.
MICHAEL J. GOMEZ
GERRICK M. WARRINGTON

/s/ Michael J. Gomez

Michael. J. Gomez

Attorneys for Comerica Bank.

18 Dated: May 15, 2024

**CALIFORNIA DEPARTMENT OF TAX AND
FEE ADMINISTRATION**

/s/ Mariam Baxley

Mariam Baxley

Attorney III

450 N Street, MIC: 82, Sacramento, CA 95814

22 Dated: May 15, 2024

/s/ Gina R. Klump

Gina R. Klump, Subchapter V Trustee

24 Dated: May 15, 2024

BELVEDERE LEGAL, PC

/s/ Matthew D. Metzger

MATTHEW D. METZGER

Attorney for Reorganized Debtor

GRS Restaurant Group, Inc.

**** END OF ORDER ****

COURT SERVICE LIST

1 All ECF Recipients.

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EXHIBIT 1

Exhibit "B"
Feasibility Analysis
Calculation of Projected Disposable Income (Monthly Basis)

Table B.1 Restaurant Monthly Operations

| Item | Amount |
|---|---------------------|
| Gross Food Revenue | \$239,000.00 |
| Est. CA Sales Tax | \$20,000.00 |
| Net | \$219,000.00 |
| | |
| | |
| Cost of Goods/ Restaurant Food Usage | \$69,500.00 |
| | |
| | |
| Cost of Labor | |
| Hourly Labor | \$49,500.00 |
| Hourly Vacation | \$0.00 |
| General Manager Labor | \$5,000.00 |
| Asst Labor | \$0.00 |
| Kitchen Manager labor | \$0.00 |
| Supervisor Bonus | \$1,000.00 |
| Officer Labor | \$16,000.00 |
| Payroll Taxes | \$8,500.00 |
| Workman's Compensation | \$3,250.00 |
| Subtotal | \$83,250.00 |
| | |
| Manager Controlled Costs: | |
| Scavenger | \$1,552.00 |
| Telephone | \$700.00 |
| Utilities (gas & electric) | \$4,000.00 |
| Utilities (sewer/water) | \$1,500.00 |
| Office Expenses | \$500.00 |
| Music Expenses | \$200.00 |
| Equipment Rental | \$250.00 |
| Repairs / Maintenance | \$3,000.00 |
| Laundry/Uniforms | \$1,800.00 |
| Supplies | \$2,400.00 |
| Smallwares | \$200.00 |
| Janitorial | \$2,000.00 |
| Subtotal | \$18,102.00 |
| | |
| Other Restaurant Expenses: | |

| | |
|---|---------------------|
| Rent | \$24,000.00 |
| Advertising | \$1,000.00 |
| Bookkeeping | \$2,500.00 |
| Bank Charges | \$300.00 |
| Discounts-Credit Cards | \$6,000.00 |
| Depreciations | \$0.00 |
| Auto | \$500.00 |
| Licenses | \$0.00 |
| Liability Insurance | \$1,741.62 |
| Manager Insurance | \$600.00 |
| Employee Insurance | \$500.00 |
| Subtotal | \$37,141.62 |
| Subtotal (Expenses) | \$207,993.62 |
| | |
| A. Estimated Restaurant Net Profit | \$11,006.38 |
| B. Actual Net Profit (Based on Operating Reports Dkt. #s 130, 131, 132, 121, 133, 151, 165, 170) | \$91.29 |
| C. Adjusted Estimated Restaurant Net Profit (Based on Debtor's Post-Confirmation Projections) | \$12,542.51 |

Disclosure of Seasonal Variabilities in Cash Flow

The Debtor normally experiences low income in January and February of each year. Seasonable income fluctuations can affect cashflow.

Disclosure of Possibility of Business Interruptions.

It is also possible that unanticipated business interruptions from equipment failure or other causes can occur that may also affect cash flow. The Debtor takes all reasonable measures to minimize the chances of any business interruptions.

Table B2. Plan Feasibility

| Income | Amount |
|--|--------------------|
| A. Total Monthly Restaurant Net Profit after Expenses | \$12,542.51 |
| C. Disposable Income | \$12,542.51 |
| Plan Payments | Amount |
| Plan Payments Not Included in Calculating Disposable Income | |
| 503(b) Professional Fees (Court approved) (Years 1-2 only). | \$2,751.30 |
| 503(b) payment to California Dept. of Tax and Fee Admin (Claim 14.1) | \$1,381.62 |
| NonClassified Priority Tax Claims | \$1,688.26 |
| Class 3 – Comerica Bank | \$5,038.78 |
| Class 4 – Amon Food Service | \$1,175.95 |
| Classes 5 & 6- General Unsecured Creditors (Years 3-5 only) | \$2,751.30 |
| D. Total Plan Payments | \$12,035.91 |
| E. Plan Feasibility (Line C - Line D) (Not feasible if less than zero) | \$506.60 |

Table B3. Can the Debtor Make the Effective Day Payments?

| | Amount | Amount |
|--|---------------|--------------------|
| A. Projected Total Cash on Hand on Effective Date | | \$25,000.00 |
| Payments on Effective Date | | |
| Secured Claims | \$0.00 | |
| Administrative Expense Claims | \$15,000.00 | |
| Priority Claims | \$245.85 | |
| Small Claims (Class 2(a)) | | |
| U.S. Trustee Fees | | |
| B. Total Payments on Effective Date | | \$15,245.85 |
| C. Net Cash on Effective Date (Line A - Line B) (Not feasible if less than zero) | | \$9,754.15 |

EXHIBIT 2

1 Michael J. Gomez (State Bar No. 251571)
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2 Gerrick M. Warrington (State Bar No. 294890)
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3 FRANDZEL ROBINS BLOOM & CSATO, L.C.
1000 Wilshire Boulevard, Nineteenth Floor
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Telephone: (323) 852-1000
5 Facsimile: (323) 651-2577

6 Attorneys for Secured Creditor
COMERICA BANK
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9 **UNITED STATES BANKRUPTCY COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **SAN FRANCISCO DIVISION**

12 In re

13 GRS Restaurant Group, Inc.,

14 Debtor and Debtor-in-
15 Possession.

Case No. 23-30430 HLB 11

Chapter 11
Subchapter V

16 **STIPULATION BETWEEN COMERICA**
17 **BANK AND DEBTOR AND DEBTOR-IN-**
18 **POSSESSION GRS RESTAURANT**
19 **GROUP, INC. REGARDING PLAN**
20 **TREATMENT**

21 Date: May 9, 2024

22 Time: 10:00 a.m.

23 Place: Courtroom 19 or via Zoom.Gov
24 450 Golden Gate Avenue, 16th Floor
25 San Francisco, CA

26 Hon. Hannah L. Blumenstiel
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1 Secured creditor Comerica Bank (“Comerica”) and Debtor and Debtor-in-Possession GRS
2 Restaurant Group, Inc. (“GRS” or the “Debtor” and together with Comerica, the “Parties”)
3 stipulate as follows with respect to Comerica’s plan treatment:

4 **Recitals**

5 **GRS Files Chapter 11**

6 A. On June 30, 2023, GRS filed a voluntary chapter 11 bankruptcy petition in the
7 United States Bankruptcy Court for the Northern District of California, electing to proceed under
8 subchapter V of chapter 11, commencing the instant bankruptcy case.

9 **The Plan**

10 B. After months of negotiations with Comerica, on March 28, 2024, the Debtor filed
11 an Amended Plan of Reorganization for Small Businesses Under Chapter 11 dated March 28,
12 2024 (“Plan”) (Dkt. 175).

13 C. The Plan contains some ministerial errors and/or omissions with respect to the
14 treatment of Comerica as set forth below which the Parties seek to correct and/or clarify.

15 D. Certain treatment is provided to Comerica in Class 3 of the Plan, under the
16 subheading “Satisfaction in Full of Class 5-1.” The language under that subheading should read:
17 “Absent an uncured default under the Plan, Claim 5-1 filed by Comerica Bank shall be deemed to
18 be paid in full after Comerica Bank receives all payments due and owing from Class 3
19 (\$381,290.40 at 10% interest over 10 year term) and Class 5A (\$62,146.39 total). After the
20 Debtor pays the Class 3 payments and Class 5-A payments due and owing to Comerica Bank,
21 absent any uncured default under the Plan, any remaining balances from Claim 5-1 are deemed
22 satisfied.” (“**Change 1**”)

23 E. Additionally, under the subheading “Release of UCC-1 Liens Recorded by
24 Comerica Bank After Completion of Plan Payments,” the language should read: “Absent an
25 uncured default under the Plan, after the Debtor completes the Class 3 plan payments as well as
26 the monthly payments due to Comerica Bank under Class 5-A (\$62,146.39 total), Comerica shall
27 immediately terminate and release all UCC liens recorded against the Debtor in favor of
28 Comerica.” (“**Change 2**”)

1 F. Furthermore, under the subheading “Release of Claims,” the following underlined
2 language shall be added to the end of the sentence provided for under the subheading “. . . as of
3 date of the Effective Date of the Plan of Reorganization under Cal. Civil Code section 1542, which
4 provides:

5 “A general release does not extend to claims that the creditor or releasing party does not
6 know or suspect to exist in his or her favor at the time of executing the release and that, if
7 known by him or her, would have materially affected his or her settlement with the debtor
8 or released party.” ”

9 (“Change 3”)

10 **Stipulation**

11 WHEREFORE, based on the Recitals, which are incorporated herein, the Parties stipulate
12 and agree as follows:

13 1. **Clarification of the Plan.** Change 1, Change 2, and Change 3 are incorporated as
14 part of the Plan under their respective subheadings with all other language in Class 3 of the Plan
15 contained under the subheadings “Satisfaction in Full of Class 5-1” and “Release of UCC-1 Liens
16 Recorded by Comerica Bank After Completion of Plan Payments” being stricken.

17 2. **Order.** The order confirming the Plan will incorporate this Stipulation.

18 3. **Assenting Vote.** In exchange for the Debtor’s consent to the above changes,
19 Comerica agrees to cast a vote in favor of the Debtor’s Plan, so long as the Plan is not materially
20 modified or amended so as to prejudice Comerica.

21 4. **Stipulation Constitutes Assenting Ballot.** In the event Comerica does not timely
22 return an assenting ballot, an order approving the instant Stipulation confirms that the instant
23 Stipulation also serves as Comerica’s vote in favor of the Debtor’s Plan, so long as the Plan is not
24 materially modified or amended so as to prejudice Comerica.

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[Signature Page Follows]

1 So Stipulated.

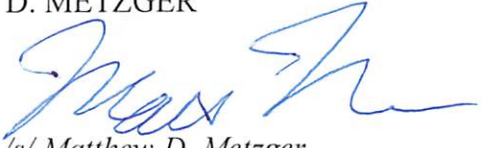
2 DATED: April 11, 2024

FRANDZEL ROBINS BLOOM & CSATO, L.C.
MICHAEL J. GOMEZ
GERRICK M. WARRINGTON

3
4
5 By: /s/ Michael J. Gomez
6 MICHAEL J. GOMEZ
7 Attorneys for Comerica Bank

8
9 DATED: April 11, 2024

BELVEDERE LEGAL, PC
MATTHEW D. METZGER

10
11
12 
13 By: /s/ Matthew D. Metzger
14 MATTHEW D. METZGER
15 Attorneys for Debtor and Debtor-in-Possession
16 GRS Restaurant Group, Inc.
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COURT SERVICE LIST

All ECF Recipients.

EXHIBIT 3

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9 Attorney for Debtor-in-Possession
10 GRS Restaurant Group, Inc.

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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re
GRS RESTAURANT GROUP, INC.

Debtor(s).
EIN 20-0611467

Case No. 23-30430 HLB 11

Chapter 11

**STIPULATION BETWEEN
DEBTOR-IN-POSSESSION GRS
RESTAURANT GROUP AND
CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION
REGARDING PLAN TREATMENT**

Date: May 9, 2024

Time: 10:00 a.m.

Place: Telephonic/ Videoconference

Courtroom 19

450 Golden Gate Avenue

16th Floor

San Francisco, CA

Judge: Hon. Hannah L. Blumenstiel

Debtor-in-Possession GRS RESTAURANT GROUP, INC. (the “Debtor”) and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION (the “CDTFA”) (collectively, the “Parties”), hereby enter, subject to Court approval, the instant *Stipulation Between Debtor-in-Possession GRS Restaurant Group and California Department of Tax and Fee Administration Regarding Plan Treatment* (the “CDTFA Plan Treatment Stipulation”)

Recitals

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A. On June 30, 2023 (the “Petition Date”), the Debtor filed a voluntary chapter 11 bankruptcy petition in the United States Bankruptcy Court for the Northern District of California, electing to proceed under subchapter V of chapter 11, commencing the instant bankruptcy case.

B. On April 18, 2024, CDTFA filed Claim 11-2, asserting a priority unsecured claim under § 507(a)(8) for unpaid sales taxes for the pre-petition period January 1, 2023 – March 31, 2023 in the amount \$6,079.48, inclusive of any interest and penalties (the “CDTFA Pre-Petition Claim”).

C. On March 11, 2024, CDTFA filed Claim 14-1, asserting a § 503(b) administrative expense claim for the post-petition period of July 1, 2023 – December 31, 2023 in the amount of \$42,818.13, inclusive of any interest and penalties (the “CDTFA Post-Petition Claim”).

D. On March 28, 2024, Debtor filed an Amended Plan of Reorganization for Small Businesses Under Chapter 11 dated March 28, 2024 (Dkt. 175) (the “Plan”). The Plan proposed to pay the CDTFA Pre-Petition Claim over a four (4) year period beginning June 1, 2024 at 6.98% interest and represented that the Debtor disputed and would prosecute an objection to the CDTFA Post-Petition Claim.

E. On April 15, 2024, the Parties met and conferred regarding the Plan’s treatment of the CDTFA’s claims. In the course of said conversations, the Debtor agreed to withdraw its dispute to the CDTFA Post-Petition Claim on account of the fact that the Debtor’s original figures submitted to CDTFA had not included any amounts for the additional penalties and interest that CDTFA had assessed for the post-petition period. CDTFA also clarified that: 1) the proper interest rate of interest is 10% (provided the plan is confirmed by June 30, 2024); and 2) the CDTFA requested a specific default provision with a shorter 14-day cure period.

F. Debtor and CDTFA have agreed that Debtor shall pay the CDTFA Pre-Petition Claim (included in the Plan’s Non-Classified Claim Class) over a three (3) year term commencing June 1, 2024 at an annual interest rate of 10% with a monthly payment of \$196.17.

G. The Debtor and CDTFA have agreed that the Debtor shall pay the CDTFA Post-Petition Claim as a § 503(b) administrative expense claim over a three (3) year term commencing June 1, 2024 at an annual interest rate of 10% with a monthly payment of **\$1,381.62**.

H. CDTFA has no objection if the Debtor combines the payments for the CDTFA Pre-Petition Claim and the CDTFA Post-Petition Claim into a single monthly payment of **\$1,577.79**,

I. The Debtor has agreed to waive the dispute with CDTFA regarding the CDTFA Post-Petition Claim.

J. The Debtor has agreed to CDTFA’s requested default provision as applied to both the CDTFA Pre-Petition Claim and the CDTFA Post-Petition Claim, as well as any sales tax liabilities subsequently incurred by the debtor.

K. The Debtor recognizes that payment of the CDTFA Post-Petition Claim over a stipulated three (3) year period would appear to jeopardize the feasibility of the Plan but for the fact that the Debtor has taken additional measures to justify why the Debtor’s historical performance while in chapter 11¹ is the not the most accurate prognostic indicator of future post-confirmation performance, as represented by the following table:

| | June/July 2023 | August 2023 | September 2023 | October 2023 | November 2023 | December 2023 | January 2024 | February 2024 | March 2024 |
|---------------|-------------------|----------------|-------------------|-----------------|------------------|------------------|-----------------|------------------|---------------|
| Net Income | \$28,268.39 | (\$25,223.34) | (\$5,131.47) | \$18,279.48 | \$1,879.34 | (\$12,744.38) | \$17,556.27 | (\$10,945.65) | (\$11,117.02) |
| Dkt. # | 130 | 131 | 132 | 121 | 133 | 151 | 165 | 170 | 180 |
| | | | | | | | | Average: | \$91.29 |

L. The Debtor’s Feasibility Table discloses two (2) potential disruptions to future cashflow: 1) seasonal variances; and 2) business interruptions by equipment failure or other causes. Prospectively, the Debtor has taken corrective measures to reduce losses due to reasonable variances and has used the reorganization period to repair equipment, to significantly reduce the risk of any future business interruptions. For seasonal variances, the Debtor anticipates reducing employee hours and purchasing less perishable inventory during the down months of January and February of each year. With said changes, the Debtor reasonably anticipates net monthly income of \$18,000.00 with the exception of January and February, where

¹ The January 2024 report was positive only due to the delay when transactions “hit” following December activity.

1 the Debtor anticipates no profit but also no losses, due the aforementioned cost-cutting measures.
2 Said changes, over, a similar, 9-month, post-petition period, would yield anticipated, average net
3 income of \$12,222.22, as represented by the following table.

| | June/July 2024 | August 2024 | September 2024 | October 2024 | November 2024 | December 2024 | January 2025 | February 2025 | March 2025 |
|---------------|-------------------|----------------|-------------------|-----------------|------------------|------------------|-----------------|------------------|---------------|
| Net Income | \$18,000.00 | \$18,000.00 | \$18,000.00 | \$18,000.00 | \$18,000.00 | \$18,000.00 | \$0.00 | \$0.00 | \$18,000.00 |
| Dkt. # | | | | | | | | | |
| | | | | | | | | Average: | \$12,222.22 |

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8 M. Accordingly, the Debtor has revised Exhibit B to accommodate the updates based
9 on the Debtor's monthly operating performance and the stipulated payments to the CDTFA. A
10 true and correct copy of the proposed, revised Exhibit B to be included with the Plan is attached
11 hereto as **Exhibit 1**.

12 N. CDTFA also has requested that the Debtor timely pay all taxes due for the First
13 Quarter of 2024 (payment of which is due by or before April 30, 2024); the Debtor hereby
14 confirms that the Debtor will pay all sales taxes owed to the CDTFA for the First Quarter of 2024
15 by or before the April 30, 2024 due date.

16 **Stipulation**

17 Now therefore, the Debtor and the CDTFA hereby agree as follows:

- 18 1. Recitals A-N are hereby incorporated into the Stipulation.
- 19 2. The Debtor shall pay the CDTFA Pre-Petition Claim (included in the Plan's Non-
20 Classified Claim Class) over a three (3) year term commencing June 1, 2024 at an annual interest
21 rate of 10% with a monthly payment of **\$196.17**.
- 22 3. The Debtor and CDTFA have agreed that the Debtor shall pay the CDTFA Post-
23 Petition Claim as a § 503(b) administrative expense claim over a three (3) year term commencing
24 June 1, 2024 at an annual interest rate of 10% with a monthly payment of **\$1,381.62**.
- 25 4. CDTFA has no objection if the Debtor combines the payments CDTFA's Pre-
26 Petition Claim and CDTFA Post-Petition Claim into a single monthly payment of **\$1,577.79**.
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1 5. Section 3.03 Other Administrative Expense Claims shall be revised as to the
 2 CDTFA as follows:

3 3.03 **Other Administrative Expense Claims** The Debtor will pay other allowed claims entitled to priority under Section 503(b) of the
 4 Bankruptcy Code no later than the latest of the following dates: (i) on, or as soon as
 5 practicable after, the Effective Date, or on such later date as to which the holder of such
 6 claim may have consented; (ii) on the date when such claim becomes due according to
 7 contractual, statutory or other terms applicable thereto; or (iii) as soon as practicable after
 8 entry of a Final Order allowing such Claim, if the Claim is disputed or if applicable
 9 provisions of the Bankruptcy Code otherwise require Court approval; except expenses
 10 incurred in the ordinary course. Asserted administrative expense claims, other than those
 11 hold by Case Professionals, are as follows:

| Administrative Expense Claimant | Amount | Disputed Under Plan Y/ N | Payment Term |
|--|-------------|--------------------------|---|
| California Dept. of Taxes and Fee Administration PO Box 942879 Sacramento, CA 94279-0055 (Claim 14-1) | \$42,818.13 | N | Interest rate: 10% Term: 3 years (36 months) Start Date: June 1, 2024 Monthly Payment: \$1,381.62 |

12 Except as set forth in Article 10 of the Plan (or order confirming the Plan), holders of
 13 administrative expense claims may not take collection action against the Debtor so long
 14 as the Debtor is not in material default under the Plan (defined in Article 10). Such holders
 15 are non-classified claimants that are not entitled to vote on confirmation of the Plan.

14 6. Section 3.04 Priority Tax Claims shall be revised as to the CDTFA as follows:

15 3.04 **Priority tax claims** Each holder of a priority tax claim entitled to priority under section 507(a) of the
 16 Bankruptcy Code shall be as follows:

| Claimant | Amount | Payment Term |
|--|--------------------|--|
| Internal Revenue Service Insolvency Group 8 1301 Clay St., M/S 1400S Oakland, CA 94612 (Claim 3-2) | \$56,611.45 | Claim paid in full at 6.89% interest per 26 U.S.C. § 6621(a)(2). ² 48 month payment term at \$1,352.74 monthly. |
| Employment Development Department Bankruptcy Group MIC 92E PO Box 826880 Sacramento, CA 94280-0001 (Claim 12-1) | \$2,765.85 | Claim paid in full at 6.89% interest per 26 U.S.C. § 6621(a)(2) 48 month payment term at \$66.09 monthly. |
| City and County of San Francisco Tax Collector PO Box 7027 San Francisco, CA 94120-7027 (Claim 13-1) | \$3,066.08 | Claim paid in full at 6.89% interest per 26 U.S.C. § 6621(a)(2) 48 month payment term at \$73.26 monthly. |
| California Dept. of Taxes and Fee Administration (Claim 11-2) PO Box 942879 Sacramento, CA 94279-0055 | \$6,079.48 | Claim paid in full at 10% interest per 11 U.S.C. § 511 and Cal. Rev. & Tax. Code § 6591.5 Term: 36 month payment term at \$196.17 monthly. |
| Total | \$68,522.86 | \$1,688.26 |

17 Except as set forth in Article 10 of the Plan (or order confirming the Plan), holders of
 18 priority tax claims may not take collection action against the Debtor so long as the
 19 Debtor is not in material default under the Plan (defined in Article 10). Such holders are
 20 non-classified claimants that are not entitled to vote on confirmation of the Plan.

21 ² 6.89% = the Federal short-term rate for January 2024 (4.89%) plus 2 percentage points in the case of a corporation.

1 2024, as agreed herein, shall render this Stipulation null and void, and CDTFA may assert a late-
2 filed objection to confirmation of the Plan and seek any other appropriate relief from the Court.

3

4 **IT IS SO STIPULATED:**

5

Dated: April 23, 2024

6

BELVEDERE LEGAL, P.C.2

7

/s/ Matthew D. Metzger
MATTHEW D. METZGER
Attorney for Debtor-in-Possession
GRS Restaurant Group, Inc.

8

9

Dated: April 23, 2024

**CALIFORNIA DEPARTMENT OF TAX AND
FEE ADMINISTRATION**

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/s/ Mariam Baxley

Mariam Baxley
Attorney III
450 N Street, MIC: 82, Sacramento, CA 95814

Fill in this information to identify the case:

Debtor name GRS Restaurant Group, Inc.

United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA

Case number (if known) 23-30430 HLB 11

Check if this is an amended filing

Official Form 425A

Plan of Reorganization for Small Business Under Chapter 11

02/20

GRS Restaurant Group, Inc.'s Plan of Reorganization, Dated March 28, 2024

Background for Cases Filed Under Subchapter V

A. Description and History of the Debtor's Business

The Debtor operates a well-known French sidewalk café in Burlingame, California known as "Stacks". The Debtor incorporated with the California Secretary of State on January 22, 2004 as GRS Restaurant Group, Inc. (Corporation Number: 2438460).

Pre-petition, the Debtor attempted a private workout through pre-petition litigation counsel but the burden of three (3) concurrent litigation matters became too much. As detailed in the statement of financial affairs, the Debtor was a defendant in a lawsuit filed by secured lienholder Comerica Bank, N.A. ("Comerica"), we well as one (1) wage and hour lawsuit pending and (1) PAGA class action case based on employment law, in addition to other pre-petition liabilities. Debtor elected to reorganize through Chapter 11 as the post expeditious workout of all pre-petition matters.

On June 30, 2023 (the "Petition Date"), the Debtor filed a voluntary petition for relief (the "Petition") under subchapter V of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of California (the "Court")—thereby commencing the Chapter 11 Case. The Debtor proposes and prosecutes the instant Plan of Reorganization for Small Business under Chapter 11 for the benefit of the estate and all its creditors.

B. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to the Plan as Exhibit "A".

C. Ability to make future plan payments and operate without further reorganization

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments and operate the debtor's business.

The Plan Proponent has provided projected financial information as Exhibit B (the "feasibility analysis"). Said feasibility analysis calculates feasibility both on a monthly basis and as of the Plan's Effective Date. The monthly projection of income and expenses is based on averages for the filed monthly operating reports and the feasibility analysis in Exhibit B. Projected financial performance shows monthly income sufficient to make the payments proposed in the Plan.

The Plan Proponent's financial projections show that the Debtor will have projected disposable income (as defined by § 1191(d) of the Bankruptcy Code) for the period described in § 1191(c)(2) of \$11,006.38

The final Plan payment is expected to be paid on June 1, 2029 (excluding Class 3 long-term debt).

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

Article 1: Summary

This Plan of Reorganization (the *Plan*) under chapter 11 of the Bankruptcy Code (the *Code*) proposes to pay creditors of the Debtor from: 1) the Debtor's monthly income generated from rental income and elder care income; 2) social security payments; and 3) the refinance and/or sale of the Subject Property.

This Plan provides for: 2 classes of priority claims; 1 class of secured claims;

Name

2 classes of non-priority unsecured claims; and
1 class of equity security holders.

Non-priority unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately 8 cents on the dollar.

This Plan also provides for the payment of administrative and priority claims.

All creditors and equity security holders should refer to Articles 3 through 6 of this Plan for information regarding the precise treatment of their claim.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. If you do not have an attorney, you may wish to consult one.

Article 2: Classification of Claims and Interests

2.01 **Class 1**..... The allowed claim of Cintas Corporation entitled to priority under § 507(a) of the Code (except administrative expense claims under § 507(a)(2).

Cintas Corporation (Claim 8-1) lists a \$245.85 priority unsecured claim.
Total Amounts in Class 1: **\$245.85**

This class is unimpaired.

2.02 **Class 2**..... All priority unsecured creditors listed in Part 1 of the Debtor's Amended Schedule E. Dkt. # 48. Part 1 of the Amended Schedule E/F consists of all priority unsecured claims scheduled by the Debtor, which schedule includes only: a) all "critical vendors" identified in the Debtor's critical vendor motion (Dkt. # 24); and b) all current employees employed as of the June 30, 2023 filing (the "Petition Date"), with ordinary course wages due as of the Petition Date, as identified in the Debtor's employee wage motion (Dkt. # 22). The Court approved the Debtor's critical vendor and employee wage motions on July 14, 2023. Dkt. #. 37-38. Class 2 also includes the \$22,147.05 critical vendor payment that the Debtor paid to Amon Food Service (Claim 2-1). The Debtor paid all amounts due and owing in Class 2 in July 2023. See **Exhibit C**.

Total Amounts in Class 3 (as listed on Schedule E): **94,481.33**.
Total remaining balance owed for Class 2: **\$0.00**.

This class is unimpaired.

2.03 **Class 3**..... The secured portion of bifurcated claim 5-1 filed by Comerica Bank ("Comerica"), valued at \$381,290.40. Dkt. # 140.

This class is impaired.

2.04 **Class 4**..... The general unsecured portion of the claim filed Amon Food Service company, Inc. ("Amon") (Claim 2-1), bifurcated consensually via court-approved stipulation (Dkt # 172, 173). The Debtor already paid the priority unsecured portion of Claim 2-1 (\$22,147.05) via Class 2. Here, in Class 4, the Debtor separately classified the general unsecured portion of Amon's claim (\$70,557.19) and provides separate treatment for Amon's claim due to the critical role that Amon plays in the Debtor's business infrastructure. Amon has been the main distributor for 30 years for the general food inventory that creates the Debtor's menu. Amon carries specific items and specialties that cater to the production quality of the Debtor's menu. Amon also supplies items needed to follow the menu descriptions and recipes that have been in place since 1992, which enhanced the Debtor's longevity and consistent food quality that keeps customers returning and helps support profitability. Amon also has a dependable delivery and cost pricing structure on which the Debtor's business model relies. The Debtor cannot operate feasibly without the continued transactional relationship with Amon.

This class is impaired.

2.05 **Class 5A** All non-priority, non-insider, unsecured claims scheduled or otherwise allowed under § 502 of the Code, including both undisputed and disputed claims on Schedule F (Dkt. # 48) with claim balances greater than \$0.00.

See **Exhibit E**.
This class is impaired.
Class 5A and Class 5B shall constitute a single voting class for all general unsecured claims.

2.06 **Class 5B** All non-priority, non-insider, unsecured claims scheduled or otherwise allowed under § 502 of the Code at \$0.00

See **Exhibit F**.
This class is impaired.
Class 5A and Class 5B shall constitute a single voting class for all general unsecured claims.

Name

2.07 **Class 6**..... Equity interests of the Debtor. This class is unimpaired.

Article 3: Treatment of Administrative Expense Claims, Priority Tax Claims, and Quarterly and Court Fees

3.01 **Unclassified claims** Under section § 1123(a)(1), administrative expense claims, and priority tax claims are not in classes.

3.02 **Administrative expense claims of Professionals** Each holder of an administrative expense claim for professional fees allowed under § 503(b) of the Code (“Case Professionals”) will be paid, pursuant to form, amount, and timing of distribution hereinbelow, or if later, at a start date as soon as the Bankruptcy Court enters an order approving a fee application in connection therewith.

| Administrative Claimant | Amount | Payment Term |
|---|--------------------------|---|
| Gina Klump 11 5th Street, Suite 102 Petaluma, CA 94952 | Est. \$15,000.00 | Paid in full on Effective Date, or, if later, following Court approval. |
| Matthew D. Metzger Belvedere Legal, PC 1777 Borel Place, Suite 314 San Mateo, CA 94402 | Est. \$110,000.00 | Paid \$2,751.30 monthly for 24 payments in Year 1-2 of Plan for a total amount of \$66,031.20. Estimated remaining balance of \$43,968.80 payable pursuant to a negotiable structure feasible for the Debtor and agreeable to Belvedere Legal, P.C. |
| Total | Est. \$125,000.00 | |

Holders of administrative expense claims may not take collection action against the Debtor so long as the Debtor is not in material default under the Plan (defined in Article 10). Such holders are non-classified claimants that are not entitled to vote on confirmation of the Plan.

3.03 **Other Administrative Expense Claims** The Debtor will pay other allowed claims entitled to priority under Section 503(b) of the Bankruptcy Code no later than the latest of the following dates: (i) on, or as soon as practicable after, the Effective Date, or on such later date as to which the holder of such claim may have consented; (ii) on the date when such claim becomes due according to contractual, statutory or other terms applicable thereto; or (iii) as soon as practicable after entry of a Final Order allowing such Claim, if the Claim is disputed or if applicable provisions of the Bankruptcy Code otherwise require Court approval; except expenses incurred in the ordinary course. Asserted administrative expense claims, other than those hold by Case Professionals, are as follows:

| Administrative Expense Claimant | Amount | Disputed Under Plan Y/ N | Payment Term |
|--|-------------|--------------------------|---|
| California Dept. of Taxes and Fee Administration PO Box 942879 Sacramento, CA 94279-0055 (Claim 14-1) | \$42,818.13 | Y | The Debtor disputes Claim 14-1. If the Debtor prosecutes an objection to Claim 14-1 and the objection is sustained, Claim 14-1 shall be disallowed. If the Debtor's objection to Claim 14-1 is overruled in whole or in part, the Debtor will pay any allowed amount forthwith after entry of court order. If the Debtor does not prosecute a claim objection, the Debtor will pay Claim 14-1 in full within 90 days of the Effective Date from disposable income For any and all amounts allowed under Claim 14-1, interest accrues monthly at the rate established in the Revenue and Taxation Code of the State of California. |

Holders of administrative expense claims may not take collection action against the Debtor so long as the Debtor is not in material default under the Plan (defined in Article 10). Such holders are non-classified claimants that are not entitled to vote on confirmation of the Plan.

Name

3.04 Priority tax claims

Each holder of a priority tax claim entitled to priority under section 507(a) of the Bankruptcy Code shall be as follows:

| Claimant | Amount | Payment Term |
|--|--------------------|--|
| Internal Revenue Service Insolvency Group 8 1301 Clay St., M/S 1400S Oakland, CA 94612 (Claim 3-2) | \$56,611.45 | Claim paid in full at 6.89% interest per 26 U.S.C. § 6621(a)(2). ¹ 48 month payment term at \$1,352.74 monthly. |
| Employment Development Department Bankruptcy Group MIC 92E PO Box 826880 Sacramento, CA 94280-0001 (Claim 12-1) | \$2,765.85 | Claim paid in full at 6.89% interest per 26 U.S.C. § 6621(a)(2) 48 month payment term at \$66.09 monthly. |
| City and County of San Francisco Tax Collector PO Box 7027 San Francisco, CA 94120-7027 (Claim 13-1) | \$3,066.08 | Claim paid in full at 6.89% interest per 26 U.S.C. § 6621(a)(2) 48 month payment term at \$73.26 monthly. |
| California Dept. of Taxes and Fee Administration (Claim 11-1) PO Box 942879 Sacramento, CA 94279-0055 | \$8,165.96 | Claim paid in full at 6.89% interest per 26 U.S.C. § 6621(a)(2) Term: 48 month payment term at \$195.13 monthly. |
| Total | \$77,908.19 | \$1,687.22 |

Holders of administrative expense claims may not take collection action against the Debtor so long as the Debtor is not in material default under the Plan (defined in Article 10). Such holders are non-classified claimants that are not entitled to vote on confirmation of the Plan.

3.05 Statutory fees

All fees required to be paid under 28 U.S.C. § 1930 that are owed on or before the effective date of this Plan have been paid or will be paid on the effective date.

3.06 Prospective quarterly fees

Not Applicable. Cases filed under the SBRA do not incur United States trustee fees. See 28 U.S.C. § 1930(a)(6)(A)(amended).

Article 4: Treatment of Claims and Interests Under the Plan

4.01 Claims and interests shall be treated as follows under this Plan:

| Class | Impairment | Treatment |
|--|---|---|
| Class 1- Priority Unsecured Claim of Cintas Corporation Cintas Corporation Ann Dean, Litigation Paralegal 6800 Cintas Boulevard, Mason, OH 45040 (Claim 8-1) | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | The priority claim amount asserted by Cintas Corporation in Claim 8-1 is separately classified for administrative convenience, due to the de-minimis amount of the Claim that the Debtor shall pay on the Effective Date. There are no other known priority unsecured claims (other than separately classified tax claims). Amount: \$245.85 |

¹ 6.89% = the Federal short term rate for January 2024 (4.89%) plus 2 percentage points in the case of a corporation.

Name

Paid in full on Effective Date

Class 2 – Priority Unsecured (Non Tax) Claims

All creditors listed in Part 1 of the Debtor's Amended Schedule E/F, excluding non-classified priority tax claims identified in Article 3.03 hereinabove.

- Impaired
- Unimpaired

All creditors listed in Part 1 of the Debtor's Amended Schedule E/F. Dkt. # 48, excluding non-classified priority tax claims identified in Article 3.03 hereinabove. Part 1 of the Amended Schedule E/F consists of all priority unsecured claims scheduled by the Debtor, which schedule includes only: a) all "critical vendors" identified in the Debtor's critical vendor motion (Dkt. # 24); and b) all current employees employed as of the June 30, 2023 filing (the "Petition Date"), with ordinary course wages due as of the Petition Date, as identified in the Debtor's employee wage motion (Dkt. # 22). The Court approved the Debtor's critical vendor and employee wage motions on July 14, 2023. Dkt. #. 37-38. The Debtor paid all amounts due and owing in Class 2 in July 2023. See **Exhibit C**.

Total Amounts in Class 2 (as listed on Schedule E) on June 30, 2024 Petition Date: **94,481.33.**

Total remaining balance to pay for Class 2: **\$0.00.**

Class 2, having already been paid in full pursuant to Dkt. #s 37-38, shall receive a 0% dividend shall be paid a total amount of **\$0.00**

Class 3 – Secured Claim of Comerica Bank

Comerica Bank
 Attn: Mario Martinez, Jr.
 6260 East Mockingbird
 Dallas, TX 75214
 (Claim 5-1)

- Impaired
- Unimpaired

Class 3 consists of the secured portion of bifurcated claim 5-1 filed by Comerica Bank ("Comerica"), valued at **\$381,290.40**. Dkt. # 140.

Treatment

Comerica Bank to retain a first-position lien on all assets of the DIP (excluding avoidance causes of action, i.e., 11 U.S.C. sections 544 – 545, 547 – 551) in the amount of \$381,290.40 ("Claim"). On the Effective Date, the Claim to accrue interest at 10% per annum with equal monthly payments made such that the Claim is repaid in 10 years from the Effective Date (i.e., 120 months). The Claim will be fully amortized over the 10-year period. Monthly payments will be due on the 16th day of the month with a five-calendar day grace period for late payments. The Claim may be prepaid without prohibition.

Payment Schedule:

Principal Amount: \$381,290.40
 Interest rate: 10% per annum
 Monthly Payments: **\$5,038.78**
 Interest over 120 month term: \$223,363.20
 Per Diam: \$104.46
 Sum of all payments over 120 month term: \$604,653.60

A detailed amortization table is attached hereto as **Exhibit D.**

Class 3 shall be paid a total amount that does not exceed **\$604,653.50**, if the Debtor pays over the full 120 month term.

Name

If the Debtor pays Class 3 in full at an earlier date, the Debtor shall owe only the Principal Amount plus the Per Diam Amount for the number of days that have accrued since the date of entry of the confirmation order.

(the "Comerica Plan Payments")

Notice of Default

In the event the Debtor fails to make any payment within the five calendar day grace period, Comerica Bank may, but is not required to, send the Debtor a notice of default (with a copy not constituting notice to the Debtor's counsel) and assess a late charge of the greater of \$50 or 5% of the unpaid portion of the regularly scheduled payment. No notice will be required for the assessment of the late charge.

Material Default Defined

If the Debtor fails to make the monthly payment when due, Comerica Bank may send written notice to the DIP and the Debtor's counsel. If the Debtor fails to cure the default within 14 calendar days of the date of the written notice, including the late charge, then the Debtor is in material default under the Plan to all members of the affected class. Upon material default, if the automatic stay is still in place, Comerica Bank shall have relief from the automatic stay without further order of the Court and Comerica Bank, its agents or representatives, and any successors in interest to Comerica Bank, shall no longer be restrained from exercising all of Comerica Bank's remedies to protect its collateral.

Remedies Upon Material Default

The Debtor to mandatorily engage a business broker and begin selling its business should the Debtor fall into material default. Comerica Bank may communicate with the broker and the Debtor regarding the status of offers. The Debtor to provide notice of any default to the Court and parties in interest. Except for any default on payment to Comerica Bank, which is due within fourteen calendar days, the DIP will have thirty calendar days from the date of the event of a default to cure the specific default and if it has not cured the default within the thirty day period (or 14 day calendar period for Comerica), the Debtor will have waived its cure right. Upon a default, the Claim will revert to its Petition Date figure, less payments made to date applied pursuant to the loan documents.

Reporting Requirements**a) Before Entry of a Final Decree**

Until the bankruptcy case is closed, quarterly status reports filed with the Court to indicate: (a) the status of the sale, if any; (b) the total amount of distributions made to creditors; (c) the total amount of distributions made to administrative expense holders and the amount they are owed; (d) ordinary course expenses paid to date; (e) ordinary course expenses which have remain unpaid and how long they have accrued for (e.g., 30, 60, 90 days); (f) a list of all unsecured creditors, their proportion of the estate (e.g., if a creditor holds 20% of the claims, their proportion of the estate is 20%), and the payments they received; (g) a list of all unsecured creditors and their proportion of the estate as claim objections are successful (this list would compare with the list in part f); and (h) the amount of funds held in reserve accounts for claims that are disputed (the "Reports").

Name

b) After Entry of a Final Decree

Once the bankruptcy case is closed, the Reports will be limited to a profit and loss statement, a balance sheet, an accounts payable aging report, and a schedule of assets, which will be provided on a quarterly basis, treated as first being due 120 days after the Effective Date and every 120 days thereafter.

The Debtor will further provide Comerica Bank with its tax returns post-confirmation, within 30 days after their due date.

Waiver of Objection to Claim 5-1 filed by Comerica Bank

The Debtor waives any and all right to object to Comerica Bank's Claim on behalf of themselves and their successors-in-interest.

Release of Claims

Entry of an order confirming the Debtor's Plan shall constitute a full general release by the Debtor of any claims against Comerica Bank, their officers, agents, employees, attorneys, etc., whether known or unknown, by the Debtor held by the estate as of the date of the Effective Date of the Plan of Reorganization.

No Discharge of Claim 5-1.

Claim 5-1 filed by Comerica Bank shall be excepted from any discharge order entered in the Debtor's case, pursuant to Article 9 of the Plan.

Satisfaction in Full of Claim 5-1

Claim 5-1 filed by Comerica Bank shall be deemed to be paid in full after Comerica Bank receives all payment due and owing from Class 3 (\$381,290.40 at 10% interest over 10 year term) and Class 5A (\$62,146.37 total). **After the Debtor pays Comerica the Class 3 payments and Class 5A payments owed to Comerica, any and all remaining balances due and owing to Comerica Bank from Claim 5-1 are waived and shall be no longer due and owing.**

Release of UCC- Liens Recorded by Comerica Bank After Completion of Plan Payments

After the Debtor Completes the Comerica the Class 3 Plan Payments as well as the monthly payments due to Comerica Bank under Class 5 (\$62,146.37 total), Comerica shall immediately terminate and release all UCC liens recorded against the Debtor in favor of Comerica.

Retention of Bankruptcy Court Jurisdiction

After confirmation of the Debtor's Plan and entry of a Final Decree, the Bankruptcy Court shall retain jurisdiction to hear and adjudicate any and all disputes that relate to Class 3.

Class 4 - The general unsecured portion of the claim filed Amon Food Service company, Inc. (Claim 2-1)

- Impaired
- Unimpaired

Class 4 shall be paid as follows:
Class 4 Member:
Amon Food Service Company Inc.
2540 A Barrington Court
Hayward, CA 94545

Name

Claim 2-1 Figure: \$92,704.24
Less Critical Vendor payment made in July 2023 per
Dkt. #: 38 \$22,117.05
Remaining Stipulated General Unsecured Balance
\$70,557.19
Monthly Amount: **\$1,175.95**

Class 4 shall receive a 100% dividend and shall be paid a total amount that does not exceed **\$70,557.19**

Class 5A - All non-priority, non-insider, unsecured claims scheduled or otherwise allowed under § 502 of the Code, including both undisputed and disputed claims on Schedule F (Dkt. # 48) with claim balances greater than \$0.00.

- Impaired
- Unimpaired

Class 5A shall be paid as follows:

Class 5A shall receive an estimated 8% dividend and shall be paid a total amount that does not exceed **\$99,046.79**. (the "General Unsecured Claims Pot").

A detailed breakdown of each creditor within Class 5 and related payment schedule of 36 monthly payments beginning June 1, 2026 is attached hereto as **Exhibit D**

Class 5A members marked as "disputed" shall be receive \$0.00 because every Class 5 member originally identified as "disputed" on Schedule F (Dkt. # 48) did not file a proof of claim by the September 8, 2023 bar date.

Class 5A payments shall be over a 36 month term that begins in Year 3 of the Plan on June 1, 2026, after the Debtor has completed 24 months of payments of any court-approved § 503(b) administrative priority professional fees.

The General Unsecured Claims Pot shall be available to both Class 5A and Class 5B, which shall receive pro-rata distributions from the General Unsecured Claims Pot. The final amount paid to Class 5A members may be reduced by any Class 5B claims allowed at an amount greater than \$0.00

Est. Payment Start Date: June 1, 2026

Class 5B- All non-priority, non-insider, unsecured claims scheduled or otherwise allowed under § 502 of the Code at \$0.00.

- Impaired
- Unimpaired

Class 5B shall be paid as follows:

All Class 5B claims shall be allowed and paid at \$0.00. Thus, Class 5B is unimpaired.

A detailed breakdown of all Class 5B claim members is attached hereto as **Exhibit E**.

All class 5B members are listed as disputed in Exhibit E, in the event any Class 5B member filed a proof of claim in an amount greater than \$0.00. The claims bar date ran on September 8, 2023. No Class 5B member filed a proof of claim. All claims were scheduled and allowed at \$0.00.

If any Class 5B members filed a late proof of claim at an amount greater than \$0.00, the Debtor will file objection(s) to any and all proof of claim(s). If the Debtor's objection(s) are sustained, any proof of claim filed by a Class 5B member shall be disallowed. If the Debtor's objection(s) are overruled or otherwise allowed, any proof of claim filed by a Class 5B member shall be allowed at any amount allowed by the Court Any claim allowed as a general unsecured claim shall be paid the same 8% dividend as Class 5A from

Name

the same General Unsecured Pot identified for both Class 5A and Class 5B

The General Unsecured Claims Pot shall be available to both Class 5A and Class 5B, which shall receive pro-rata distributions from the General Unsecured Claims Pot. The final amount paid to Class 5A members may be reduced by any Class 5B claims allowed at an amount greater than \$0.00.

| | | |
|---|--|--|
| <p>Class 6 - Equity security holders of the Debtor</p> | <p><input type="checkbox"/> Impaired</p> <p><input checked="" type="checkbox"/> Unimpaired</p> | <p>Geoffrey R. Swenson shall retain 100% of all equity security rights in the Debtor's personal property. In the event that, prior to confirmation, the Court approves the Debtor's issuance of a dilution of shares to an equity investor in exchange for an equity investment, any new equity investor shall retain any court-approved equity security rights that partially dilute Mr. Swenson's 100% equity security rights.</p> |
|---|--|--|

Article 5: Allowance and Disallowance of Claims

- 5.01 **Disputed Claim** *A disputed claim* is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either:
 - (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or
 - (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

- 5.02 **Delay of distribution on a disputed claim** No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

- 5.03 **Settlement of disputed claims** The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

Article 6: Provisions for Executory Contracts and Unexpired Leases

- 6.01 **Assumed executory contracts and unexpired leases**
 - (a) The Debtor assumes the following executory contract and unexpired lease pursuant to the January 19, 2024 *Final Order Authorizing Chapter 11 Debtor to Assume Assigned Prepetition Lease Pursuant to 11 U.S.C. § 365, Dkt. # 155: the non-residential, real property Lease with the Sabatini Family Trust, inclusive of Lease Amendment No. 4 ("Amendment No. 4") entered into effective as of January 31, 2024 by and between the Sabatini Family Trust (herein referred to as "Landlord") and Geoff Swenson (herein referred to as "Swenson") and GRS Restaurant Group, Inc. ("GRS").*
 - (b) Except for executory contracts and unexpired leases that have been assumed, and if applicable assigned, before the effective date or under section 6.01(a) of this Plan, or that are the subject of a pending motion to assume, and if applicable assign, the Debtor will be conclusively deemed to have rejected all executory contracts and unexpired leases as of the effective date.

A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than 15 days after the date of the order confirming this Plan.

Name

Article 7: Means for Implementation of the Plan

The Debtor will retain possession of the property of the estate.

First, for Effective Date payments, at or prior to the confirmation hearing, the Debtor will produce proof of deposit into trust of \$25,000.00 necessary to make Effective Date payments. The source of said payment shall be the Debtor. Rule 3020 of the Federal Rules of Bankruptcy Procedures in material part: "... in a chapter 11 case, prior to entry of the order confirming the plan, the court may order the deposit with the trustee or debtor in possession of the consideration required by the plan to be distributed on confirmation. Subject to prior court approval, any money deposited may be kept in a special account established for the exclusive purpose of making the distribution." Fed. R. Bankr. P. 3020(a)

Second, Table B.1 of Exhibit B shows an anticipated monthly net profit of \$11,006.38 from which to fund plan payments. Table B.2 anticipates that a monthly disposable income of \$11,006.38 is sufficient to fund all plan payments, leaving a monthly net figure of \$353.13. Table B.3 also demonstrates Effective Date Feasibility, based on a projection of \$25,000 available cash and a total of \$15,248.85 payment due on the Effective Date, leaving a \$9,754.15 net cash. Table B.1 also discloses: 1) seasonal fluctuations in cash flow (with January and February as low income months) and 2) the potential for business interruptions from equipment failure or other causes. The Debtor takes all reasonable measures to minimize the chances of any business interruptions.

Article 8: General Provision

| | | |
|------|--|--|
| 8.01 | Definitions and rules of construction | The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions: |
| 8.02 | Effective Date | Later of 15 calendar days after entry of order confirming Plan of Reorganization or 15 days after entry of final, non-appealable order adjudicating all appeals of order confirming Plan of Reorganization, but in no case later than three months from the entry of an order confirming the Plan of Reorganization. |
| 8.02 | Est. Payment Start Date | June 1, 2024. The Debtor reasonably estimates that plan payments will start on June 1, 2024. |
| 8.03 | Commitment Term | The Plan's commitment period shall be 60 months. The single exception is the long-term debt of Class 3, which is separately identified Article 4.01 |
| 8.04 | Severability | If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan. |
| 8.05 | Binding Effect: | The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity. |
| 8.06 | Captions | The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan. |
| 8.07 | Controlling Effect | Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), 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. |
| 8.08 | Corporate Governance | For the duration of the 60 month commitment period, the Debtor shall not issue nonvoting equity securities The Debtor has only one class of securities owned exclusively by Mr. Geoffrey R. Swenson, the Debtor's Responsible Individual. Thus, the additional provisions of §1123(a)(6) of the Code do not apply. |

Name

- 8.09 **Retention of Jurisdiction** The bankruptcy court may exercise jurisdiction over proceedings concerning: (i) whether Debtor is in material default of any Plan obligation; (ii) whether the time for performing any Plan obligation should be extended; (iii) adversary proceedings and contested matters pending as of the effective date or specifically contemplated in this Plan to be filed in this court; (iv) whether the case should be dismissed or converted to one under Chapter 7, or whether Debtor should be removed for cause; (v) any objections to claims; (vi) compromises of controversies under Fed. R. Bankr. P. 9019; (vii) compensation of professionals; and (viii) other questions regarding the interpretation and enforcement of the Plan.

Article 9: Discharge

If the Debtor's Plan is confirmed under § 1191(a), on the effective date of the Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt:

- (i) imposed by this Plan; or
- (ii) to the extent provided in § 1141(d)(6).

If the Debtor's Plan is confirmed under § 1191(b), confirmation of this Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments due within the first 3 years of this Plan, or as otherwise provided in § 1192 of the Code. The Debtor will not be discharged from any debt:

- (i) on which the last payment is due after the first 3 years of the plan, or as otherwise provided in § 1192;
- or
- (ii) excepted from discharge under § 523(a) of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

Article 10: Remedies if Debtor Defaults in Performing the Plan

- 10.01 **Creditor Action Restrained** The confirmed Plan is binding on every creditor whose claims are provided for in the Plan. Therefore, even though the automatic stay terminates on the Effective Date with respect to secured claims, no creditor may take any action to enforce either the pre-confirmation obligation or the obligation due under the Plan, so long as the Debtor is not in material
- 10.02 **Obligations to Each Class Separate** The Debtor's obligations under the Plan are separate with respect to each class of creditors. Default in performance of an obligation due to members of one class shall not by itself constitute a default with respect to members of other classes. For purposes of this Section 10.07, the holders of all administrative claims shall be considered to be a single class, the holders of all priority claims shall be considered to be a single class, and each nondebtor party to an assumed executory contract or lease shall be considered to be a separate class.
- 10.03 **Material Debtor Default Defined** If the Debtor fails to make any payment, or to perform any other obligation required of the Debtor under the Plan, for more than 10 days after the time specified in the Plan for such payment or other performance, any member of a class affected by the default may serve upon the Debtor and the Debtor's attorney (if any) a written notice of the Debtor's default. If the Debtor fails within 60 days after the date of service of the notice of default either: (i) to cure the default; (ii) to obtain from the court an extension of time to cure the default; or (iii) to obtain from the court a determination that no default occurred, then the Debtor is in Material Default under the Plan to all the members of the affected class.
- 10.04 **Remedies upon Material Default** Upon Material Default, any member of a class affected by the default: (i) may file and serve a motion for such relief as is appropriate under the circumstances of the default.
- 10.05 **Claims Not Affected by Plan** Upon confirmation of the Plan, and subject to Part 5(c), any creditor whose claims are left unimpaired under the Plan may immediately exercise all of its contractual, legal, and equitable rights, except rights based on default of the type that need not be cured under section 1124(2)(A) and (D).

Name

Article 11: Other Provisions

11.01 Tax Claims Filed Before Governmental Claims Bar Date: To the extent new governmental claim(s) is/are filed after the confirmation hearing but prior to or on the **December 27, 2023** governmental bar date, and unless said claims are successfully objected to within 60 days of their filing, said claims shall be paid in full. The timing of payment of said claims, and whether they bear interest, shall be controlled by the provisions of the Bankruptcy Code including 11 U.S.C. §1129(a)(9), and, at a minimum, shall be paid as follows: a) If they, or a portion thereof, constitute Class 5 general unsecured claims, such portion shall be paid by the Debtor as part of Class 5 and shall increase the distribution amounts set forth in paragraph 4.01 above; (b) If they, or a portion thereof, are claims which would constitute priority claims under the Plan, the Debtor must pay such portion of the claim(s) in full in cash without delay; and (c) If they, or a portion thereof, are claims which would constitute allowed claims under 11 U.S.C. §507(a)(8), or, consistent with 1129(a)(9)(D), are secured tax claims which would otherwise meet the description of a priority tax claim under § 507(a)(8) of the Code, they must be paid in full as provided in 11 U.S.C. §1129(a)(9)(C), over a period of 1 year.

11.02 Distribution of Plan Payments: subject to approval of the bankruptcy court, in the event that the plan is confirmed under 11 U.S.C. §1191(b), the Debtor shall make distributions until Plan payments have been completed notwithstanding the requirements of 11 U.S.C. §§1191(b), §1194(a), and §1194(c). Under any chapter 11 statutory scenario, the Debtor shall serve as the disbursing agent. No liquidating/dispersing trust will be formed.

11.03 Disputed Claim Reserve: Debtor will create a reserve for disputed claims in the amount. Each time Debtor makes a distribution to the holders of allowed claims, Debtor will place into a reserve the amount that would have been distributed to the holders of disputed claims if such claims had been allowed in the full amount claimed. If a disputed claim becomes an allowed claim, Debtor shall immediately distribute to the claimant from the reserve an amount equal to all distributions due to date under the plan calculated using the amount of the allowed claim. Any funds no longer needed in reserve shall be returned to Debtor.

11.04 Preservation of all Avoidable Transfer/Preferential/Fraudulent Transfer Claims: The Debtor is presently investigating the viability of recovery of pre-petition transfers listed on the Debtor's Statement of Financial Affairs that qualify as preferential and/or fraudulent transfers, per 11 U.S.C. §§ 544; 547; 550; 551; California Civil Code §§ 3439 *et seq.* (the "Transfer Claims"). Any and all Transfer Claims shall remain vested in the estate for the benefit of creditors. To the extent any transfers qualify as preferential or fraudulent transfers and are funds are recovered, said funds shall increase the pro-rata payments to the General Unsecured Claims Pot. Subject to the completion of the Debtor's investigation, the Debtor does not reasonably anticipate prosecuting any Transfer Claims against any party.

11.05 Vesting of Property: On the Effective Date, the vesting of property of the estate depends on whether the confirmation was consensual under § 1129(a) or nonconsensual under § 1129(9), as follows:

- Consensual Confirmation:** all property of the estate and interests of the Debtor will vest in the reorganized Debtor pursuant to § 1141(b) of the Bankruptcy Code free and clear of all claims and interests except as provided in this Plan.
- Non-Consensual Confirmation:** all property of the estate and Debtor's interests of the Debtor do not vest in the reorganized Debtor.
- In the event of conversion to chapter 7,** all property of the estate that reverts upon conversion consists only of all remaining assets held for the benefit of creditors available as of the date of entry of any order converting the case from chapter 11 to chapter 7. *In re RJW Lumber Co.*, 262 B.R. 91, 93 (Bankr. N.D. Cal. 2001).

11.06 Plan Creates New Obligations: Except as provided in Article 10.04, the obligations to creditors that the Debtor undertakes in the confirmed Plan replace those obligations to creditors that existed prior to the Effective Date of the Plan. The Debtor's obligations under the confirmed Plan constitute binding contractual promises that, if not satisfied through performance of the Plan, create a basis for an action for breach of contract under California law. To the extent a creditor retains a lien under the Plan, that creditor retains all rights provided by such lien under applicable non-Bankruptcy law.

Name

11.07 Notice: Any notice to the Debtor shall be in writing, and will be deemed to have been given seven days after the date sent by first-class mail, postage prepaid and addressed, or on the date of delivery by electronic mail, as follows:

| | |
|---|--|
| <p>To the Debtor: GRS Restaurant Group, Inc. Attn: Geoffrey R. Swenson 361 California Drive Burlingame, CA 94010 Email: grsatsf@aol.com</p> | <p>With a copy to: Matthew D. Metzger Belvedere Legal, P.C. 1777 Borel Place, Suite 314 San Mateo, CA 94402 Email: mmetzger@belvederelegal.com</p> |
|---|--|

Respectfully submitted,

GRS RESTAURANT GROUP INC.

X /s/ Geoffrey R. Swenson
Its President

Geoffrey R. Swenson
[Printed name]

X BELVEDERE LEGAL, P.C.
/s/ Matthew D. Metzger
Attorney for the Plan Proponent

Matthew D. Metzger 240437
[Printed name]

Exhibit "A"
Liquidation Analysis

What Creditors Would Receive if the Case Were Converted to a Chapter 7

Restaurant as a Going Concern:

| Fair Market Value | Liens | Cost of Sale | Resulting Income Tax | Amt of Exemption | Net Proceeds |
|-------------------|--|--------------|----------------------|------------------|--------------|
| \$381,290.40 | 1 st \$1,158,120.29 ¹ | \$0.00 | \$0.00 | N.A. | \$0.00 |

Personal Property:

| Description | Liquidation Value | Secured Claim | Amt of Exemption | Net Proceeds |
|----------------------------------|-------------------|----------------|------------------|---------------|
| Cash ² | \$4,566.33 | \$1,158,120.29 | N.A | \$0.00 |
| Security deposit | \$15,576.00 | \$15,000.00 | N.A | \$0.00 |
| Equipment deposit | \$4,710.00 | \$4,710.00 | N.A | \$0.00 |
| Accounts receivable | \$0.00 | \$1,158,120.29 | N.A | \$0.00 |
| Perishable Food Inventory | \$28,000.00 | \$1,158,120.29 | N.A | \$0.00 |
| Office furniture and equipment | \$80,824.00 | \$1,158,120.29 | N.A | \$0.00 |
| Goodwill and general intangibles | \$250,000.00 | \$1,158,120.29 | N.A | \$0.00 |
| Collectibles (decorations, etc.) | \$4,000.00 | \$1,158,120.29 | N.A | \$0.00 |
| Tips in transit | \$0.00 | \$1,158,120.29 | N.A | \$0.00 |
| TOTAL | | | | \$0.00 |

| | |
|--|-------------------------|
| Net Proceeds of Real Property and Personal Property | \$0.00 |
| Recovery from Preferences / Fraudulent Conveyances | [ADD] \$0.00 |
| Chapter 7 Administrative Claims | [SUBTRACT] \$0.00 |
| Chapter 11 Administrative Claims | [SUBTRACT] \$125,000.00 |
| Priority Claims | [SUBTRACT] \$77,908.19 |
| Chapter 7 Trustee Fees | [SUBTRACT] \$1,250.00 |
| Chapter 7 Trustee's Professionals | \$0.00 |
| NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS | (\$204,158.19) |

| | |
|--|----------------|
| Estimated Amount of Unsecured Claims | \$1,439,722.89 |
| Percent Distribution to Unsecured Creditors Under Proposed Plan | 8% |
| Percent Distribution to Unsecured Creditors Under Liquidation Analysis | 0.00% |

¹ Claim 5-1 filed by Comerica Bank in the amount of \$1,158,120.29 is secured by a UCC-1 lien (No. 157443154630) perfected against the Debtor's assets.

² Cash balance in Debtor-in-Possession accounts as of March 27, 2024 is \$4,566.33.

Exhibit "B"
Feasibility Analysis
Calculation of Projected Disposable Income (Monthly Basis)

Table B.1 Restaurant Monthly Operations

| Item | Amount |
|---|---------------------|
| Gross Food Revenue | \$239,000.00 |
| Est. CA Sales Tax | \$20,000.00 |
| Net | \$219,000.00 |
| | |
| Cost of Goods/ Restaurant Food Usage | \$69,500.00 |
| | |
| Cost of Labor | |
| Hourly Labor | \$49,500.00 |
| Hourly Vacation | \$0.00 |
| General Manager Labor | \$5,000.00 |
| Asst Labor | \$0.00 |
| Kitchen Manager labor | \$0.00 |
| Supervisor Bonus | \$1,000.00 |
| Officer Labor | \$16,000.00 |
| Payroll Taxes | \$8,500.00 |
| Workman's Compensation | \$3,250.00 |
| Subtotal | \$83,250.00 |
| | |
| Manager Controlled Costs: | |
| Scavenger | \$1,552.00 |
| Telephone | \$700.00 |
| Utilities (gas & electric) | \$4,000.00 |
| Utilities (sewer/water) | \$1,500.00 |
| Office Expenses | \$500.00 |
| Music Expenses | \$200.00 |
| Equipment Rental | \$250.00 |
| Repairs / Maintenance | \$3,000.00 |
| Laundry/Uniforms | \$1,800.00 |
| Supplies | \$2,400.00 |
| Smallwares | \$200.00 |
| Janitorial | \$2,000.00 |
| Subtotal | \$18,102.00 |
| | |
| Other Restaurant Expenses: | |

| | |
|--------------------------------|---------------------|
| Rent | \$24,000.00 |
| Advertising | \$1,000.00 |
| Comerica Adequate Protection | \$4,500.00 |
| Bookkeeping | \$2,500.00 |
| Bank Charges | \$300.00 |
| Discounts-Credit Cards | \$6,000.00 |
| Depreciations | \$0.00 |
| Auto | \$500.00 |
| Licenses | \$0.00 |
| Liability Insurance | \$1741.62 |
| Manager Insurance | \$600.00 |
| Employee Insurance | \$500.00 |
| Subchapter V Trustee Set-Aside | \$1,000.00 |
| Subtotal | \$37,141.62 |
| Subtotal (Expenses) | \$207,993.62 |
| | |
| Restaurant Net Profit | \$11,006.38 |

Disclosure of Seasonal Variabilities in Cash Flow

The Debtor normally experiences low income in January and February of each year. Seasonable income fluctuations can affect cashflow.

Disclosure of Possibility of Business Interruptions.

It is also possible that unanticipated business interruptions from equipment failure or other causes can occur that may also affect cash flow. The Debtor takes all reasonable measures to minimize the chances of any business interruptions.

Table B2. Plan Feasibility

| Income | Amount |
|--|--------------------|
| A. Total Monthly Restaurant Net Profit after Expenses | \$11,006.38 |
| C. Disposable Income | \$11,006.38 |
| Plan Payments | Amount |
| Plan Payments Not Included in Calculating Disposable Income | |
| 503(b) Professional Fees (Court approved) (Years 1-2 only). | \$2,751.30 |
| NonClassified Priority Tax Claims | \$1,473.01 |
| Class 3 – Comerica Bank | \$5,038.78 |
| Class 4 – Amon Food Service | \$1,175.95 |
| Classes 5 & 6- General Unsecured Creditors (Years 3-5 only) | \$2,751.30 |
| D. Total Plan Payments | \$10,955.72 |
| E. Plan Feasibility (Line C - Line D) (Not feasible if less than zero) | \$353.13 |

Table B3. Can the Debtor Make the Effective Day Payments?

| | Amount | Amount |
|--|---------------|--------------------|
| A. Projected Total Cash on Hand on Effective Date | | \$25,000.00 |
| Payments on Effective Date | | |
| Secured Claims | \$0.00 | |
| Administrative Expense Claims | \$15,000.00 | |
| Priority Claims | \$245.85 | |
| Small Claims (Class 2(a)) | | |
| U.S. Trustee Fees | | |
| B. Total Payments on Effective Date | | \$15,245.85 |
| C. Net Cash on Effective Date (Line A - Line B) (Not feasible if less than zero) | | \$9,754.15 |

Exhibit "C"

Class 2 – Critical Vendor and Priority Employee Wage Class

(\$0.00 Owed)

| Claim No/ Schedule | Name of Creditor | Amount of Claim | Disputed Y/N | Impairment | Allowed Amount | Amount Paid | Authorizing Court Order Docket No. | Balance |
|-----------------------|---|---|-----------------|---|-------------------|----------------|---|---------|
| 2-1 | Amon Food Service | \$22,147.05 (Dkt. #s 172,173) | N | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | \$22,147.05 | \$22,147.05 | 38, 65 | \$0.00 |
| Schedule E | House of Bagels | \$2,940.00 | N | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | \$2,940.00 | \$2,940.00 | 38, 65 | \$0.00 |
| Schedule E | Peerless Coffee * & Tea | \$3,950.00 | N | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | \$3,950.00 | \$3,950.00 | 38, 65 | \$0.00 |
| Schedule E | Performance Food Group | \$8,834.75 | N | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | \$8,834.75 | \$8,834.75 | 38, 65 | \$0.00 |
| Schedule E | Republic National Distributing Company | \$4,250.00 | N | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | \$4,250.00 | \$4,250.00 | 38, 65 | \$0.00 |
| Schedule E | The Good Egg | \$4,277.75 | N | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | \$4,277.75 | \$4,277.75 | 38, 65 | \$0.00 |
| Schedule E | West 89 th & Watson, LLC d/b/a Wedemeyer Bakery | \$1,985.00 | N | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | \$1,985.00 | \$1,985.00 | 38, 65 | \$0.00 |
| Schedule E | Alfredo Medrano Contreras | \$2,448.67 | N | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | \$2,448.67 | \$2,448.67 | 39, 69 | \$0.00 |
| Schedule E | Anna Marie Araon | \$2,105.85 | N | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | \$2,105.85 | \$2,105.85 | 39, 69 | \$0.00 |
| Schedule E | Antonio Manuel Noriega Sandoval | \$1,368.19 | N | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | \$1,368.19 | \$1,368.19 | 39, 69 | \$0.00 |
| Schedule E | Antonio Marco Garcia | \$683.00 | N | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | \$683.00 | \$683.00 | 39, 69 | \$0.00 |
| Schedule E | Augstin Roque Ramirez | \$1,051.68 | N | <input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired | \$1,051.68 | \$1,051.68 | 39, 69 | \$0.00 |
| Schedule E | Carmelo Marsen | \$1,309.00 | N | <input type="checkbox"/> Impaired | \$1,309.00 | \$1,309.00 | 39, 69 | \$0.00 |

| | | | | | | | | |
|------------|------------------------|------------|---|---|------------|------------|--------|--------|
| | | | | <input checked="" type="checkbox"/> <i>Unimpaired</i> | | | | |
| Schedule E | Cintia Perez | \$3,759.42 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$3,759.42 | \$3,759.42 | 39, 69 | \$0.00 |
| Schedule E | David Romero Tucux | \$1,368.19 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$1,368.19 | \$1,368.19 | 39, 69 | \$0.00 |
| Schedule E | Esley Rodriguez Torres | \$1,057.00 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$1,057.00 | \$1,057.00 | 39, 69 | \$0.00 |
| Schedule E | Felipe Enriquez | \$1,382.25 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$1,382.25 | \$1,382.25 | 39, 69 | \$0.00 |
| Schedule E | Gabriel Aguilar | \$2,842.33 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$2,842.33 | \$2,842.33 | 39, 69 | \$0.00 |
| Schedule E | Geoffrey Swenson | \$6,000.00 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$6,000.00 | \$6,000.00 | 39, 69 | \$0.00 |
| Schedule E | Jeffrey Yoc Aguilar | \$1,677.50 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$1,677.50 | \$1,677.50 | 39, 69 | \$0.00 |
| Schedule E | Jose A. Garcia | \$2,495.26 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$2,495.26 | \$2,495.26 | 39, 69 | \$0.00 |
| Schedule E | Jose Arreola | \$536.46 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$536.46 | \$536.46 | 39, 69 | \$0.00 |
| Schedule E | Jose Rendon | \$2,411.73 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$2,411.73 | \$2,411.73 | 39, 69 | \$0.00 |
| Schedule E | Leandro Noriega | \$1,633.60 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$1,633.60 | \$1,633.60 | 39, 69 | \$0.00 |
| Schedule E | Luis Godinez | \$1,451.74 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$1,451.74 | \$1,451.74 | 39, 69 | \$0.00 |
| Schedule E | Mario Carrasco-Suniga | \$1,680.00 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$1,680.00 | \$1,680.00 | 39, 69 | \$0.00 |
| Schedule E | Martin Quiche Ramirez | \$1,270.50 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$1,270.50 | \$1,270.50 | 39, 69 | \$0.00 |
| Schedule E | Melissa Hernandez | \$2,440.20 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$2,440.20 | \$2,440.20 | 39, 69 | \$0.00 |
| Schedule E | Raul Guevara-Arriaga | \$862.56 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$862.56 | \$862.56 | 39, 69 | \$0.00 |

| | | | | | | | | |
|------------|------------------------|--------------------|---|---|--------------------|--------------------|--------|--------|
| Schedule E | Rene Arreola | \$631.98 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$631.98 | \$631.98 | 39, 69 | \$0.00 |
| Schedule E | Sergio M Pena-Vasquez | \$2,202.00 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$2,202.00 | \$2,202.00 | 39, 69 | \$0.00 |
| Schedule E | Sergio Reguera Swenson | \$629.40 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$629.40 | \$629.40 | 39, 69 | \$0.00 |
| Schedule E | Teodoro Rodriguez | \$1,194.34 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$1,194.34 | \$1,194.34 | 39, 69 | \$0.00 |
| Schedule E | Victor Elias-Duran | \$242.93 | N | <input type="checkbox"/> <i>Impaired</i> <input checked="" type="checkbox"/> <i>Unimpaired</i> | \$242.93 | \$242.93 | 39, 69 | \$0.00 |
| | | | | | | | | |
| | Totals | \$95,120.33 | | | \$95,120.33 | \$95,120.33 | | \$0.00 |

Exhibit "D"
Class 3 (Comerica Bank) Amortization Table

| Inputs | | Key Figures | |
|-----------------------|--------------|---------------------------------|--------------|
| Loan principal amount | \$381,290.40 | Annual loan payments | \$60,465.36 |
| Annual interest rate | 10.000% | Monthly payments | \$5,038.78 |
| Loan period in years | 10 | Interest in first calendar year | \$21,911.64 |
| Base year of loan | 2024 | Interest over term of loan | \$223,363.20 |
| Base month of loan | June | Sum of all payments | \$604,653.60 |

| Payments in First 12 Months | | | | | | | | |
|-----------------------------|-------|-------------------|------------|------------|------------|----------------------|---------------------|----------------|
| Year | Month | Beginning Balance | Payment | Principal | Interest | Cumulative Principal | Cumulative Interest | Ending Balance |
| 2024 | Jun | \$381,290.40 | \$5,038.78 | \$1,861.36 | \$3,177.42 | \$1,861.36 | \$3,177.42 | \$379,429.04 |
| | Jul | \$379,429.04 | \$5,038.78 | \$1,876.87 | \$3,161.91 | \$3,738.23 | \$6,339.33 | \$377,552.17 |
| | Aug | \$377,552.17 | \$5,038.78 | \$1,892.51 | \$3,146.27 | \$5,630.74 | \$9,485.60 | \$375,659.66 |
| | Sep | \$375,659.66 | \$5,038.78 | \$1,908.28 | \$3,130.50 | \$7,539.02 | \$12,616.10 | \$373,751.38 |
| | Oct | \$373,751.38 | \$5,038.78 | \$1,924.19 | \$3,114.59 | \$9,463.21 | \$15,730.69 | \$371,827.19 |
| | Nov | \$371,827.19 | \$5,038.78 | \$1,940.22 | \$3,098.56 | \$11,403.43 | \$18,829.25 | \$369,886.97 |
| | Dec | \$369,886.97 | \$5,038.78 | \$1,956.39 | \$3,082.39 | \$13,359.82 | \$21,911.64 | \$367,930.58 |
| 2025 | Jan | \$367,930.58 | \$5,038.78 | \$1,972.69 | \$3,066.09 | \$15,332.51 | \$24,977.73 | \$365,957.89 |
| | Feb | \$365,957.89 | \$5,038.78 | \$1,989.13 | \$3,049.65 | \$17,321.64 | \$28,027.38 | \$363,968.76 |
| | Mar | \$363,968.76 | \$5,038.78 | \$2,005.71 | \$3,033.07 | \$19,327.35 | \$31,060.45 | \$361,963.05 |
| | Apr | \$361,963.05 | \$5,038.78 | \$2,022.42 | \$3,016.36 | \$21,349.77 | \$34,076.81 | \$359,940.63 |
| | May | \$359,940.63 | \$5,038.78 | \$2,039.27 | \$2,999.51 | \$23,389.04 | \$37,076.32 | \$357,901.36 |

| Yearly Schedule of Balances and Payments | | | | | | | |
|--|-------------------|-------------|-------------|-------------|----------------------|---------------------|----------------|
| Year | Beginning Balance | Payment | Principal | Interest | Cumulative Principal | Cumulative Interest | Ending Balance |
| 2025 | \$367,930.58 | \$60,465.36 | \$24,788.06 | \$35,677.30 | \$38,147.88 | \$57,588.94 | \$343,142.52 |
| 2026 | \$343,142.52 | \$60,465.36 | \$27,383.63 | \$33,081.73 | \$65,531.51 | \$90,670.67 | \$315,758.89 |
| 2027 | \$315,758.89 | \$60,465.36 | \$30,251.05 | \$30,214.31 | \$95,782.56 | \$120,884.98 | \$285,507.84 |
| 2028 | \$285,507.84 | \$60,465.36 | \$33,418.73 | \$27,046.63 | \$129,201.29 | \$147,931.61 | \$252,089.11 |
| 2029 | \$252,089.11 | \$60,465.36 | \$36,918.11 | \$23,547.25 | \$166,119.40 | \$171,478.86 | \$215,171.00 |
| 2030 | \$215,171.00 | \$60,465.36 | \$40,783.92 | \$19,681.44 | \$206,903.31 | \$191,160.31 | \$174,387.09 |
| 2031 | \$174,387.09 | \$60,465.36 | \$45,054.53 | \$15,410.83 | \$251,957.84 | \$206,571.14 | \$129,332.56 |
| 2032 | \$129,332.56 | \$60,465.36 | \$49,772.32 | \$10,693.04 | \$301,730.16 | \$217,264.18 | \$79,560.24 |
| 2033 | \$79,560.24 | \$60,465.36 | \$54,984.14 | \$5,481.22 | \$356,714.30 | \$222,745.40 | \$24,576.10 |
| 2034 | \$24,576.10 | \$25,193.90 | \$24,576.10 | \$617.80 | \$381,290.40 | \$223,363.20 | \$0.00 |

Exhibit "E"

Class 5A - Non-Priority, Non-Insider, Unsecured Creditors

(36 Monthly Payments Beginning June 1, 2026)

| Claim No (If Applicable) | Name of Creditor | Amount of Claim | Disputed Y/N | Impairment | Allowed Amount | Dividend | Total Amount Paid | Monthly Payment |
|-------------------------------------|---|----------------------------|-------------------------|---|---------------------------|-----------------|----------------------------------|----------------------------|
| 1-1 | U.S. Bank National Association dba Elan Financial Services Po Box 5227 Cincinnati, OH 45201 | \$17,773.67 | N | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$17,773.67 | 8% | \$1,421.89 | \$39.50 |
| 3-2 | Internal Revenue Service Insolvency Group 8 1301 Clay St., M/S 1400S Oakland, CA 94612 | \$7,298.85 | N | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$7,298.85 | 8% | \$583.91 | \$16.22 |
| 4-1 | PG&E PO Box 8329 C/o Bankruptcy Stockton, CA 95208 | \$11,439.23 | N | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$11,439.23 | 8% | \$915.14 | \$25.42 |
| 5-1 | Comerica Bank Attn: Mario Martinez, Jr. 6260 East Mockingbird Dallas, TX 75214 | \$776,829.60 | N | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$776,829.60 | 8% | \$62,146.37 | \$1,726.29 |
| 6-1 | Michael D. Liberty 1290 Howard Ave., Suite 303 Burlingame, CA 94010 | \$21,486.58 | N | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$21,486.58 | 8% | \$1,718.93 | \$47.75 |
| 7-1 | Cellco Partnership d/b/a Verizon Wireless Attn: William M. Vermette 22001 Loudouon County PKWY Ashburn, VA 20147 | \$2803.99 | N | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$2,803.99 | 8% | \$224.32 | \$6.23 |
| 8-1 | Cintas Corporation c/o CSC Lawyers Incorporating Service Reg. Agent 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833 | \$542.30 | N | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$542.30 | 8% | \$43.38 | \$1.21 |
| 9-1 | SYSCO San Francisco, Inc. The Law Offices of Gary A. Bemis 3870 La Sierra Ave., Ste 239 Riverside CA 92505 | \$69,218.60 | N | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$69,218.60 | 8% | \$5,537.49 | \$153.82 |
| 10-1 | U.S. Small Business Administration / Denver Finance Center 721 19th Street, Ste 325 Denver, CO 80202 | \$130,692.06 | N | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$130,692.06 | 8% | \$10,455.36 | \$290.43 |
| | Gleamco Fine Arts LLC Attn: Sue P. Schoenthaler, Reg. Agent 2755 Campus Dr., Ste 240 | \$200,000.00 | N | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$200,000.00 | 8% | \$16,000.00 | \$444.44 |

| | | | | | | | | |
|--|---|--|---|---|-----------------------|-----------|--------------------|-------------------|
| | San Mateo, CA 94403 | | | | | | | |
| | Alex Fernando Cruz Mis c/o Arlo Garcia Uriarte Liberation Law Group, P.C. 2760 Mission Street San Francisco, CA 94110 | \$100,000.00 | Y | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$0.00 | 8% | \$0.00 | \$0.00 |
| | Juan Diego Cob c/o Arlo Garcia Uriarte Liberation Law Group, P.C. 2760 Mission Street San Francisco, CA 94110 | \$100,000.00 | Y | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$0.00 | 8% | \$0.00 | \$0.00 |
| | Juan Pablo Jaraz Ortega c/o Daily Aljian LLP 100 Bayview Circle, Suite 5500 Newport Beach, CA 92660 | \$0.00 | Y | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$0.00 | 8% | \$0.00 | \$0.00 |
| | Sabatini Trust & Donald & Ann Sabatini 1 Fair Oaks Court San Mateo, CA 94403 | \$195,000.00 (not counted towards claim totals) | Y (not a creditor of Case # 23-30430) | <input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired | \$0.00 | 8% | \$0.00 | \$0.00 |
| | Totals | \$1,436,569.70 | | | \$1,236,569.70 | 8% | \$98,925.58 | \$2,751.30 |

Exhibit "F"
Class 5B - Non-Priority, Non-Insider, Unsecured Creditors
Allowed Amount: \$0.00

| Name | Claim Amount | Disputed | Allowed Amount | Unimpaired/Impaired |
|-----------------------------|--------------|----------|----------------|--|
| Agustin Alberto Vega Garcia | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Agustin Vega Torres | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Albert Vega | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alberto Arreola | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alberto Barreto | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alberto Garcia | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alberto Zamora | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Albina Ruiz | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alejandro Pena Vasquez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alejandro Rodriguez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alex Garcia | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alex Martinez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alex Martinez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alexander Iriarte | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alexandra Lopez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alfaro Pacheco | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alfonso Loya Favela | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alfredo Morales Fernandez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Alfredo S. Lopez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Amanda Peregrina | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Ameer Ibraheim | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Amparo Vasquez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Amtrust North America, Inc. | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Amy Hamal | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Andres Vera | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Andrew A Zygarewicz | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Andrew Oseguera | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |

| | | | | |
|-----------------------------------|--------|---|--------|--|
| | | | | <input checked="" type="checkbox"/> Impaired |
| Angel Manjarrez | \$0.00 | Y | \$0.00 | |
| Angel Miguel Figueroa | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Anisha Gautam | \$0.00 | Y | \$0.00 | |
| Anna C Ferreira | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Anna Gerlitz | \$0.00 | Y | \$0.00 | |
| Antero Alarcon | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Anthony Loaiza-Rodriguez | \$0.00 | Y | \$0.00 | |
| Antonio Covarrubias | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Antonio G Sanchez Navarro | \$0.00 | Y | \$0.00 | |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Antonio Reyes | \$0.00 | Y | \$0.00 | |
| Antonio Reyes | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Antonio Rodriguez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Ariel J. Lopez | \$0.00 | Y | \$0.00 | |
| Armando Leon | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Ashley A Zabaleta | \$0.00 | Y | \$0.00 | |
| AT&T | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Avinder Raina | \$0.00 | Y | \$0.00 | |
| Benjamin Cruz | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Bernardo Sandoval | \$0.00 | Y | \$0.00 | |
| Brian Jimenez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Bryan Fernando Estrada Garcia | \$0.00 | Y | \$0.00 | |
| California Beverage Systems, Inc. | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Carla L Valdivia | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Carlos A Arreola-Figueroa | \$0.00 | Y | \$0.00 | |
| Carlos A Vega | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Carlos Arreola | \$0.00 | Y | \$0.00 | |
| Carlos Beltran-Calderon | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Carlos D Chavez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Carlos Delgado | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Carlos E Lara Batres | \$0.00 | Y | \$0.00 | |
| Carlos Ortiz | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Carmen A. Herrera | \$0.00 | Y | \$0.00 | |

| | | | | |
|----------------------------------|--------|---|--------|--|
| Cecilia Inez Moreno | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Cesar Arreola | \$0.00 | Y | \$0.00 | |
| Cesar S. Aguirre | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Chris Fernandez | \$0.00 | Y | \$0.00 | |
| Christian Fajardo | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Christian Reyna | \$0.00 | Y | \$0.00 | |
| Christina Hagen | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Christopher Blake | \$0.00 | Y | \$0.00 | |
| Cintas Corporation | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| City of Burlingame | \$0.00 | Y | \$0.00 | |
| Crisafi Pryor Farquhar, Inc. | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Crystal Petty | \$0.00 | Y | \$0.00 | |
| Daniel Perez Arias | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Daniel Torres | \$0.00 | Y | \$0.00 | |
| Daniel Trujillo Zambrano | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| David A Medeiros | \$0.00 | Y | \$0.00 | |
| Debra Jaramillo | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Diana Martinez | \$0.00 | Y | \$0.00 | |
| Diego Izaguires | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Domingo Palma-Nava | \$0.00 | Y | \$0.00 | |
| Domingo Perez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Donald Sabatini & U Ann Sabatini | \$0.00 | Y | \$0.00 | |
| Ecolab, Inc. | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Edgar Andrade | \$0.00 | Y | \$0.00 | |
| Edgar Gonzalez-Carreno | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Edgard Zamora | \$0.00 | Y | \$0.00 | |
| Eileen Galindo | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Elfido Amilcar Cabrera | \$0.00 | Y | \$0.00 | |
| Emilia Acosta | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Eric Candia Castillo | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Erik Rodriguez Mayoral | \$0.00 | Y | \$0.00 | |
| Eusebio Enriquez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |

| | | | | |
|-----------------------------|--------|---|--------|--|
| | | | | <input checked="" type="checkbox"/> Impaired |
| Evelio C Pocon | \$0.00 | Y | \$0.00 | |
| Ever Ortiz | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Ezra Cabrera | \$0.00 | Y | \$0.00 | |
| Fabian Bastidas | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Felicitas R Rosorio | \$0.00 | Y | \$0.00 | |
| Fernando Calbillo | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Fernando D Acosta | \$0.00 | Y | \$0.00 | |
| Fernando Laga | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Fernando Valdovinos | \$0.00 | Y | \$0.00 | |
| First Insurance Funding | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Francisco Velasco | \$0.00 | Y | \$0.00 | |
| Fray Mota | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Gabino Urieta | \$0.00 | Y | \$0.00 | |
| Gabriel Alvarez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Gabriel M Luevano | \$0.00 | Y | \$0.00 | |
| Gildardo Torres de Leon | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Greycy Endres | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Guadalupe Fajardo | \$0.00 | Y | \$0.00 | |
| Guadalupe Hernandez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Guillermina Ortiz | \$0.00 | Y | \$0.00 | |
| Harluz Garcia | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Hector Laurian | \$0.00 | Y | \$0.00 | |
| Hugo Garcia-Lainez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Impact Paper | \$0.00 | Y | \$0.00 | |
| Irving Yedier Tellez Sotelo | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Isaac Escobar | \$0.00 | Y | \$0.00 | |
| Isaias Maldonado | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Isidro Garcia | \$0.00 | Y | \$0.00 | |
| Ismael Vega Fajardo | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Isreal Flores-Melcho | \$0.00 | Y | \$0.00 | |
| Ivan H. Astonga | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Jaime Lopez Alvarez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |

| | | | | |
|-----------------------------|--------|---|--------|--|
| | | Y | | |
| Jake Suliguin | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Janaina B. De Santana | \$0.00 | Y | \$0.00 | |
| Jason Orona | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Javier Garcia-Martinez | \$0.00 | Y | \$0.00 | |
| Jedeon Rivas | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Jeronimo Pina | \$0.00 | Y | \$0.00 | |
| Jessicka A. Knight | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Jesus Arana-Munoz | \$0.00 | Y | \$0.00 | |
| Jesus M Pena Vazquez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Jesus Melchor Perez | \$0.00 | Y | \$0.00 | |
| Jesus Rodriguez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Jesus T Lopez Bedolla | \$0.00 | Y | \$0.00 | |
| Joel Valenzuela | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| John Philip C Gorman | \$0.00 | Y | \$0.00 | |
| Jon Pristavok | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Jorge Aguirre | \$0.00 | Y | \$0.00 | |
| Jorge Perez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Josbin Aguilar Yoc | \$0.00 | Y | \$0.00 | |
| Jose A Beza | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Jose A Luviano Lopez | \$0.00 | Y | \$0.00 | |
| Jose A. Cortez-Benitez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Jose Coc | \$0.00 | Y | \$0.00 | |
| Jose Cruz | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Jose Dabroy | \$0.00 | Y | \$0.00 | |
| Jose De Jesus-Arellano | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Jose Enrique Avila-Martinez | \$0.00 | Y | \$0.00 | |
| Jose Figuero | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Jose Joel Reyes | \$0.00 | Y | \$0.00 | |
| Jose M. Jimenez-Hernandez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Jose Martin Hernandez | \$0.00 | Y | \$0.00 | |
| Jose Martinez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |

| | | | | |
|-----------------------------|--------|---|--------|--|
| Jose Top | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Jose Valenzuela | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Joseph M Katout | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Josue Romero | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Juan Antonio Padilla | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Juan F Reta Nevarez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Juan Pablo Jaraz Ortega | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Juan Rivera | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Juan Rodriguez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Julia Barco | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Kaitlyn Sherman | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Karilla Rodriguez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Karla Loaiza | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Kayley Dawson | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Kellie Deweert | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Keren Lizarraga | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Kevin Flores | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Leidy Laura | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Leonides Salmoran | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Livini O Buch Sitan | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Lizeth Cuevas | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Luis A. Gonzalez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Luis Enrique de Jesus-Ortiz | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Luis F. Gonzalez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Luis Hernandez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Luis Hernandez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Luis Lizarraga | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Luis Mellado | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Luis Pirir | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Luis Ramos | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Luzelena Aguayo | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |

| | | | | |
|---------------------------------|--------|---|--------|--|
| Manuel A Melendez Saldana | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Manuel Antonio Sandoval Noriega | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Manuel Hernandez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Marcelino Marquez Hernandez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Marco Boror | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Marcos A Urias | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Maria Bustamonte | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Maria De Lourdez Lua | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Marielos Yamileth Gomez Flores | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Mario A Torres | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Mario Torres | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Mark Cada | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Marsen Carmello Villalta | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Martin C Rodriguez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Martin Sanchez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Marvin Romerto | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Maryza Zuniga | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Matagrano, Inc. | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Mauricio Bejarano | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Miguel Bonilla | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Miguel Medina | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Moja Kehmiel | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Mood Media Corporation | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Natalie Silverman | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| New Carbon Company, Inc. | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Omar Hernandez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Omar Lozano | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Omar M. Gastelum | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Oscar J Calderon Carillo | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Oscar Mendieta | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Oscar Munoz | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |

| | | | | |
|-----------------------------|--------|---|--------|--|
| Oscar Torres | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Pablo Ortega | \$0.00 | Y | \$0.00 | |
| Pablo Romero | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Pedro Nunez Jadat | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Porfirio Ponce-Lopez | \$0.00 | Y | \$0.00 | |
| Pulla Ramakrishna | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| R&D Grease Trap Cleaning | \$0.00 | Y | \$0.00 | |
| Radius Global Solutions | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Rafael Orozco | \$0.00 | Y | \$0.00 | |
| Raul Arriaga Guevara | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Recology San Mateo County | \$0.00 | Y | \$0.00 | |
| Ricardo Hernandez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Ricardo Hernandez Gutierrez | \$0.00 | Y | \$0.00 | |
| Ricardo Ramirez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Ricardo Sandoval | \$0.00 | Y | \$0.00 | |
| Ricardo Sandoval Noriega | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Rigo Martinez | \$0.00 | Y | \$0.00 | |
| Rodelio Ferrer Lopez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Rodney G. Serrano | \$0.00 | Y | \$0.00 | |
| Rogelio Guatecutzi | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Roger Delgado | \$0.00 | Y | \$0.00 | |
| Roger Rivas | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Rolando Martinez | \$0.00 | Y | \$0.00 | |
| Salvador Sanchez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Salvarado Alvarez | \$0.00 | Y | \$0.00 | |
| Santos Flores | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Sergio Loaiza | \$0.00 | Y | \$0.00 | |
| Sergio Vega | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Sergio Vega Fajardo | \$0.00 | Y | \$0.00 | |
| Sofia Marquez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Sugei Arevalo | \$0.00 | Y | \$0.00 | |
| Tanya Sol Duran | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |

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|------------------------------|---------------|---|---------------|--|
| | | Y | | |
| Terminix International, Inc. | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| Vianca V. Partida | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Victoria E. Estrada | \$0.00 | Y | \$0.00 | |
| Wilber J Trabanino | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Wilson Gonzales | \$0.00 | Y | \$0.00 | |
| Xavier Favela-Bastida | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Yael Meza | \$0.00 | Y | \$0.00 | |
| Yanet Martinez | \$0.00 | Y | \$0.00 | <input checked="" type="checkbox"/> Impaired |
| | | | | <input checked="" type="checkbox"/> Impaired |
| Yosbin Yoc Aguilar | \$0.00 | Y | \$0.00 | |
| Totals | \$0.00 | | \$0.00 | <input checked="" type="checkbox"/> Impaired |