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6 UNITED STATES BANKRUPTCY COURT
7 FOR THE DISTRICT OF ARIZONA

8 In re

9 AUTO GLASS 2020 LLC,
10
11 Debtor.

Chapter 11 Subchapter V

Case No.: 2:25-bk-00374-MCW

Plan or Reorganization
Official Form 425A - Modified

14 **Debtor's Amended Plan of Reorganization**

15 **Dated July 10, 2025**

16 Debtor and debtor-in-possession, Auto Glass 2020 LLC (hereafter "**Debtor**"), in
17 the above-referenced bankruptcy case hereby files Debtor's Amended Plan of
18 Reorganization dated July 10, 2025 (the "**Plan**"). The Plan is for a small business debtor
19 under Chapter 11, Subchapter V, of the United States Bankruptcy Code.¹ 11 U.S.C.
20 § 1190 requires that the Plan include "(A) a brief history of the business operations of the
21 debtor; (B) a liquidation analysis; and (C) projections with respect to the ability of the
22 debtor to make payments under the proposed plan of reorganization." In this case, Dawn
23 M. Maguire has been appointed as the Sub-Chapter V Trustee (the "**Subchapter V**
24 **Trustee**").

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27 ¹ Unless otherwise noted herein, all statutory and rule references are to Title 11 of the United
28 States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**") and to the Federal Rules of
Bankruptcy Procedure (the "**Bankruptcy Rules**").

1 **I. BACKGROUND FOR CASES FILED UNDER SUBCHAPTER V**

2 **A. Description and History of the Debtor's Business.**

3 Debtor is an Arizona limited liability company formed on or about August 30,
4 2017, under the laws of the State of Arizona. William Cash LeSueur ("**Cash**") is the
5 Debtor's sole member, and Kristy LeSueur ("**Kristy**") is the Debtor's manager. Kristy is
6 the sister of Cash. Debtor is a windshield replacement and window tinting company which
7 operated pre-petition out of two locations located on the east and west side of
8 metropolitan Phoenix, Arizona. The west side location is in the Metro Industrial Center
9 at 10801 N. 24th Ave., Suite 115-116, Phoenix, AZ 85029. The east side location is in the
10 Warner Commerce Park at 355 E. Warner Rd., Suite 4, Chandler, AZ 85225.

11 Cash formed the Debtor in 2017 and built the Debtor into a very successful
12 company. By 2023, Debtor became the second largest auto glass company in Arizona. In
13 2023, the Debtor's gross income equaled \$14,302,042 with gross profit of \$10,150,466
14 and ordinary income of \$161,297. In the summer of 2023, the Debtor was performing
15 almost 500 jobs a week. By contrast, in 2022, the Debtor had gross income of \$6,006,729,
16 gross profit of \$4,254,578, and ordinary income of \$409,599.

17 As the business of the Debtor enjoyed success, Cash suffered through personal
18 health issues including a relapse of his sobriety in the summer of 2023. Cash's relapse
19 caused him to neglect the business of the Debtor. The Debtor did not properly manage its
20 business operations, including its expenditures of cash. Income dramatically declined, the
21 Debtor stopped paying its tax obligations including significant sales taxes owed to the
22 Arizona Department of Revenue ("**ADOR**"), and the Debtor was forced to obtain hard
23 money loans to make ends meet. These lenders have been aggressive and have interfered
24 with the operation of the Debtor, intercepting accounts receivable and causing a loss of
25 cash flow.

26 Kristy assisted Cash in connection with all aspects of the operation of the Debtor's
27 business since its inception in 2017. On or about January 15, 2025, Kristy became the
28 sole manager of the Debtor responsible for all aspects of Debtor's operations including

1 all decision making. Additionally, she is the only authorized signer on the Debtor's
2 accounts. Cash remains as the Debtor's sole member. His focus is on marketing and
3 advertising, and he no longer manages the Debtor.

4 **B. Bankruptcy Filing and Events.**

5 As set forth above, the Debtor incurred significant cash flow shortages which it
6 attempted to address with several hard money loans obtained in 2024. These lenders were
7 aggressive and began to intercept the Debtor's available cash flow. As a result, Debtor
8 elected to seek protection under Chapter 11 – Subchapter V by filing a voluntary
9 bankruptcy petition on January 16, 2025 (the "**Petition Date**") to avoid the garnishment
10 of the Debtor's operating capital, to maintain the status quo, and to give Debtor an
11 opportunity to reorganize its debts as permitted under the Bankruptcy Code.

12 On or about January 17, 2025, the Bankruptcy Court entered its *Order Granting*
13 *Application to Employ Bankruptcy Counsel for Debtor* [DE 18] which authorized the
14 employment of Burch & Cracchiolo, P.A. as the Debtor's bankruptcy counsel. On or
15 about January 22, 2025, the Bankruptcy Court entered its *Order Granting Emergency*
16 *Motion for Interim and Final Order Authorizing Debtor to Pay Pre-Petition Wages and*
17 *Other Compensation* at DE 34 (the "**Wage Order**"). On or about January 22, 2025, the
18 Bankruptcy Court entered its *Order Granting Motion for Interim and Final Orders*
19 *Authorizing Payment of Prepetition Utilities* at DE 35 (the "**Utility Order**"). On or about
20 January 23, 2025, the Bankruptcy Court entered its *Order Granting Emergency Motion*
21 *for Interim and Final Order Authorizing Debtor to Use Cash Collateral* at DE 36 (the
22 "**Cash Collateral Order**"). The Debtor is currently operating consistent with the budget
23 attached to the Cash Collateral Order. The Wage Order, the Utility Order, and the Cash
24 Collateral Order were entered on an interim basis but have now become final orders of
25 the Court. The Cash Collateral Order is conditioned on the Debtor beginning to pay the
26 United States Small Business Administration ("**SBA**"), the holder of a first lien on the
27 Debtor's cash collateral, the sum of \$2,268 per month as adequate protection.

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1 Debtor has also vacated its west valley leased premises at Metro Industrial Center and has
2 consolidated operations at its east side location at Warner Commerce Park in Chandler,
3 Arizona. On January 30, 2025, the Debtor filed a motion to reject the lease of the west
4 side location at DE 47. That motion was approved by the Order of the Court entered on
5 March 21, 2025, at DE 94. The Debtor has also surrendered or will surrender thirteen (13)
6 vehicles which it has determined in the exercise of its business judgment are not essential
7 for the Debtor's current operations.

8 Debtor's first meeting of creditors pursuant to § 341 of the Bankruptcy Code
9 occurred on February 18, 2024, at 9:00 a.m. *See* DE 66. The deadline for filing proof of
10 claims for non-governmental creditors expired on March 27, 2025. *See* DE 14. An initial
11 status hearing on Debtor's bankruptcy case was conducted on March 5, 2025, at 2:00 p.m.
12 and Debtor filed its Status Conference Report on February 19, 2025, at DE 69.

13 **C. Debtor's Historical, Present and Projected Income.**

14 In 2022, the Debtor had gross income of \$6,006,729, gross profit of \$4,254,578,
15 and ordinary income of \$409,599. In 2023, the Debtor's gross income equaled
16 \$14,302,042 with gross profit of \$10,150,466 and ordinary income of \$161,297. In 2024,
17 Debtor had total income of approximately \$7,954,798.07, and gross profit of
18 approximately \$6,368,782.41.

19 Based on the elimination of unnecessary expenses and renewed focus on the
20 Debtor's business operations, the Debtor has formulated a 5-year plan of reorganization
21 to repay the Debtor's business debt as set forth herein. As reflected on projections set
22 forth in Exhibit B, for purposes of this Plan, the Debtor has projected, for the period of
23 September 2025 through August 2030, gross revenue of \$25,887,113.80 and Net
24 Disposable Income of \$1,546,472.20.

25 **D. Pending Litigation.**

26 There is no pending litigation against the Debtor.

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1 **E. Estate Claims Against Third Parties.**

2 During the pendency of this Bankruptcy Case, the Debtor believes that sales of the
3 Debtor were redirected to Team Auto Glass LLC (“**Team Auto**”). Team Auto is a limited
4 liability company organized in the state of Florida and is owned by Cash’s wife Nichole
5 LeSueur. The Debtor believes that approximately \$26,218 of profit was received by Team
6 Auto and that the Debtor has a claim to those funds. These funds will either be voluntarily
7 returned by Team Auto on or before August 26, 2025, or the Subchapter V Trustee will
8 pursue the recovery of such funds pursuant to the expanded powers already granted.

9 **F. Customer Rebates.**

10 In the ordinary course of the Debtor’s business, the Debtor pays rebates to
11 customers. As of July 5, 2025, the total amount of rebates owed equaled \$69,023. The
12 identification of the rebates owed is attached hereto as Exhibit D. The rebates owed
13 through March 31, 2025, equal \$19,137 and the rebates owed from April 1, 2025, through
14 July 5, 2025, equal \$49,886.

15 On or around May 31, 2025, the Debtor began utilizing the assistance of an on-
16 line link to track customer rebates. Once the proper on-line form is submitted by the
17 customer, rebates are processed in approximately 60 to 90 days. The Debtor agrees that
18 the new on-line process and requirement for submitting a form only applies to customers
19 rebates at the time the Debtor began utilizing the new process on or around May 31, 2025.
20 The Debtor acknowledges that it has accrued post-petition administrative claims in the
21 amount of \$69,023.00 in the form of customer rebates. The identification of the rebates
22 owed is attached hereto as Exhibit D. Debtor will continue to pay these rebates in the
23 ordinary course. Any rebates owed and unpaid as of June 1, 2025, shall be paid in full on
24 or before the Effective Date.

25 **G. Proofs of Claim.**

26 To date, twenty-six claims have been filed with the Bankruptcy Court as follows:

- 27 a. SBA filed a *secured* claim on January 17, 2025, in the amount of
28 \$466,327.45 – Proof of Claim No. 1.

- b. Arizona Financial Credit Union (“**AFCU**”) filed a claim on January 27, 2025, in the amount of \$103,472.46 – Proof of Claim No. 2. AFCU claims \$56,359.74 as **secured** and \$47,112.72 as **unsecured**. The secured claim will be satisfied by application of funds on deposit with AFCU pursuant a stipulation filed with the Court at DE 62.
- c. Arizona Department of Economic Security (“**AZDES**”) filed a **priority** claim on January 28, 2025, in the amount of \$25,117.95 – Proof of Claim No. 3.
- d. Capital One N.A. filed an **unsecured** claim on January 29, 2025, in the amount of \$364,985.27 – Proof of Claim No. 4.
- e. Overnight Capital LLC (“**Overnight**”) filed a **secured** claim on January 31, 2025, in the amount of \$266,696.08 – Proof of Claim No. 5. This is one of the hard money loans obtained by Debtor. Based on the first position security interest held by SBA, the Debtor asserts that this claim is **unsecured**.
- f. ADOR filed a claim on February 5, 2025, in the amount of \$2,074,295.42 – Proof of Claim No. 6. ADOR claims \$1,917,374.68 as **priority** and \$156,920.74 as **unsecured**. The Debtor is currently discussing the amount of this claim with ADOR. On March 24, 2025, ADOR filed an amended claim asserting a claim in the amount of \$2,081,556.24 with \$1,889,140.75 as **priority** and \$192,415.49 as **unsecured**.
- g. Ally Capital c/o AIS Portfolio Services, LLC (“**Ally**”) filed a **secured** claim on February 5, 2025, in the amount of \$22,347.39 – Proof of Claim No. 7. This claim is secured by a 2022 Toyota Tacoma vehicle.

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- 1 h. Ally filed a *secured* claim on February 5, 2025, in the amount of
2 \$31,859.26 – Proof of Claim No. 8. This claim is secured by a 2022
3 Toyota Tacoma vehicle.
- 4 i. Ally filed a *secured* claim on February 5, 2025, in the amount of
5 \$24,999.76 – Proof of Claim No. 9. This claim is secured by a 2023
6 Toyota Tacoma vehicle.
- 7 j. Ally filed a *secured* claim on February 5, 2025, in the amount of
8 \$13,512.99 – Proof of Claim No. 10. This claim is secured by a 2021
9 Nissan NV200 vehicle. This vehicle has been surrendered to the
10 lender.
- 11 k. Falcon Equipment Finance, a Division of Falcon National
12 (“**Falcon**”) filed a *secured* claim on February 10, 2025, in the
13 amount of \$209,798.02 – Proof of Claim No. 11. This claim is
14 secured by a 2023 Cadillac Escalade vehicle. This vehicle has been
15 surrendered to the lender.
- 16 l. First Foundation Bank (“**First Foundation**”) filed a *secured* claim
17 on February 11, 2025, in the amount of \$96,481.70 – Proof of Claim
18 No. 12. This claim is secured by the following vehicles: a 2019
19 Chevrolet Express G2500, another 2019 Chevrolet Express G2500,
20 and a 2019 Ram 1500.
- 21 m. US Bank NA dba US Bank Equipment Finance (“**US Bank**”) filed a
22 claim on February 20, 2025, in the amount of \$87,946.18 – Proof of
23 Claim No. 13. US Bank claims \$43,000 as *secured* and \$44,946.18
24 as *unsecured*. This claim is secured by a 2022 Mercedes which is
25 Metris Van and a 2020 Mercedes Metris Van.
- 26 n. Amur Equipment Finance, Inc. (“**Amur**”) filed a *secured* claim on
27 February 21, 2025, in the amount of \$64,468.71 – Proof of Claim
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No. 14. This claim is secured by a 2020 Nissan NV200 and a 2021 Chevrolet Express.

- o. Audacy Operations LLC filed an *unsecured* claim on February 25, 2025, in the amount of \$18,000 – Proof of Claim No. 15.
- p. Channel Partners Capital, LLC (“**Channel Partners**”) filed a claim on February 25, 2025, in the amount of \$70,690.54 – Proof of Claim No. 16. Channel Partners claims \$42,812 as *secured* and \$27,878.54 as *unsecured*. This claim is secured by a 2020 Lincoln Navigator.
- q. PNC Bank, National Association filed an *unsecured* claim on March 14, 2025, in the amount of \$62,260.47 – Proof of Claim No. 17.
- r. U.S. Bank National Association (“**US Bank**”) filed a *secured* claim on March 14, 2025, in the amount of \$159,425.24 – Proof of Claim No. 18. This claim is secured by a 2023 Mercedes.
- s. Mygrant Glass Co., Inc. filed an *unsecured* claim on March 26, 2025, in the amount of \$105,997.37 – Proof of Claim No. 19.
- t. Apex Commercial Capital Corp. (“**Apex**”) filed a claim on March 27, 2025, in the amount of \$43,305.49 – Proof of Claim No. 20. Apex claims \$33,978 as *secured* and \$9,327.49 as *unsecured*. This claim is secured by a 2021 Nissan NV200 and a 2021 Chevrolet Express G2500.
- u. EBF Holdings, LLC d/b/a Everest Business Funding (“**Everest**”) filed a *secured* claim on March 27, 2025, in the amount of \$106,908.61 – Proof of Claim No. 21. This is one of the hard money loans obtained by Debtor. Based on the first position security interest held by SBA, the Debtor asserts that this claim is *unsecured*.
- v. Black Olive Capital (“**Black Olive**”) filed a late *secured* claim on April 7, 2025, in the amount of \$87,311.66 – Proof of Claim No. 22. This is one of the hard money loans obtained by Debtor. Based on

1 the first position security interest held by SBA, the Debtor asserts
2 that this claim is *unsecured*. The Debtor also objects to the claim
3 because it was filed late and is time barred.

4 w. ADOR filed an administrative claim on April 18, 2025, for post-
5 petition taxes in the amount of \$16,387.86 – Proof of Claim No. 23.

6 x. AILCO Equipment Finance Group, Inc (“**AILCO**”) filed a *secured*
7 claim on May 28, 2025, in the amount of \$92,025.93 – Proof of
8 Claim 25. This claim is secured by work-stations, computers,
9 calibration tablets and machines, cameras, and related equipment
10 which Debtor intends to surrender.

11 y. Tony Bradford (“**Bradford**”) filed an administrative claim on June
12 2, 2025, for post-petition wages in the amount of \$8,350.00- Proof
13 of Claim No. 25. Bradford claims that \$4,500.00 of this claim is
14 owed pre-petition and is entitled to *priority* status. The Debtor
15 believes that this claim has been paid in its entirety.

16 z. ADOR filed an administrative claim on April 18, 2025, for post-
17 petition taxes in the amount of \$38,479.87 – Proof of Claim No. 26.
18 This claim appears to be duplicative and subsume Proof of Claim 23.

19 **H. Liquidation Analysis.**

20 The proofs of claim filed in this case are fairly consistent with the schedule of
21 claims filed by the Debtor except for the tax liabilities and priority tax claims. The priority
22 claims consist of tax claims of AZDES and ADOR. The Debtor believes that these claims
23 total \$1,150,979.67 as discussed below. The Debtor and ADOR are currently discussing
24 the amount of the ADOR claim.

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

1 The liquidation analysis attached as Exhibit A identifies all of Debtor's assets,
2 estimated value of such assets, liens on the assets, and the estimated liquidation value of
3 the assets. If Debtor's case converted to chapter 7 of the Bankruptcy Code, a chapter 7
4 trustee would be appointed to liquidate available assets. The trustee's fees, the trustee's
5 attorneys' fees, if any, and any other administrative expenses of the chapter 7 estate and
6 the chapter 11 estate, together with any applicable liens, would be deducted from the
7 liquidation proceeds. The remaining funds would be available for distribution to creditors.

8 Debtor's Liquidation Summary is estimated as follows:

- 9 • Chapter 11 Plan: \$306,000.00 is the amount Debtor **estimates** will
10 be paid into the Plan for distribution to unsecured creditors which is
11 based on Debtor's projected Net Disposable Income.
- 12 • Chapter 7: \$9,000.00 is the amount Debtor estimates would likely be
13 produced from liquidation for distribution to administrative, priority,
14 secured, and unsecured creditors. This amount would not pay in full
anticipated administrative claims, and would result in no distribution
to holders of allowed priority or unsecured claims. As set forth on
Exhibit A, the liquidation analysis contemplates the recovery of the
claim against Team Auto as discussed above.

15 In summary, each holder of a claim will receive or retain under the Plan on account of
16 such claim property of a value, as of the Effective Date of the Plan, that is not less than
17 the amount that such holder would so receive or retain if the Debtor were liquidated under
18 Chapter 7 of the Bankruptcy Code on such date.

19 **I. Ability to Make Future Plan Payments and Operate Without Further**
20 **Need for Reorganization.**

21 The Plan Proponent must also show that it will have enough cash over the life of
22 the Plan to make the required Plan payments and operate the Debtor's business. Debtor
23 will contribute to the Plan its disposable income, as defined in § 1191(d) of the
24 Bankruptcy Code net of applicable taxes and withholdings ("**Net Disposable Income**"),
25 for 5-years and which will be distributed to holders of allowed claims. The Plan Proponent
26 has provided Debtor's projected disposable income as Exhibit B. Debtor's projections
27 reflect Debtor's estimation of its income and expenses, based on Debtor's experience in
28 the industry. Debtor's projections are estimations only and are not a guaranty of payment.

1 Distributions made under the Plan will be based on Debtor's projections unless actual Net
2 Disposable Income is less than Debtor's projected Net Disposable Income, in which case
3 distributions will be based on Debtor's actual Net Disposable Income. The final Plan
4 payment is expected to be paid as soon as possible following the close of August 31,
5 2030.

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

8 **II. THE PLAN.**

9 **Article 1: Summary.**

10 This Plan proposes to pay creditors of Debtor with Allowed Claims from Debtor's
11 Net Disposable Income over a period of five (5) years following the Effective Date of the
12 Plan (estimated through August 31, 2030). The Debtor estimates that the Effective Date
13 of the Plan will occur on September 1, 2025.

14 This Plan provides for the following classes of claims:

15 Twenty-Two (22) classes of secured claims, many of which are classified
16 and treated as an unsecured claim.

16 One (1) class of non-priority unsecured claims.

17 One (1) class of equity security interests.

18 This Plan provides for the payment in full of allowed administrative and priority
19 claims during the term of the Plan or as otherwise agreed between the Debtor and the
20 holder of an allowed administrative or priority claim. The only administrative claims
21 anticipated by Debtor are the allowed and unpaid fees and costs of Debtor's counsel, the
22 allowed fees and costs of the Subchapter V Trustee, and the allowed fees and costs of
23 Debtor's accountant. Debtor estimates these claims to equal \$60,000, \$20,000, and
24 \$20,000, respectively. Based upon filed proofs of claim and discussions with tax
25 authorities, priority tax claims consist of the claim of the Arizona Department of Revenue
26 ("ADOR") for 2017-2024 transaction privilege taxes (*see* Proof of Claim No. 6) and the
27 claim of the Arizona Department of Economic Security ("AZDES") for 2024
28 unemployment taxes in the amount of \$25,117.95 (*see* Proof of Claim No. 3). ADOR

1 made an assessment for the period of August 2017 to July 2022 in the amount of
2 \$687,829.72 for the tax plus \$112,070.89 for interest for a total claim of \$799,900.61. *See*
3 Exhibit C-1. ADOR made an assessment for the period of August 2022 to December 2024
4 in the amount of \$259,318.21 including tax, interest, and penalties. *See* Exhibit C-2.
5 Based on the foregoing, ADOR's total claim would equal \$1,059,268.82. The Debtor and
6 ADOR continue to discuss the amount of ADOR's claim. There are also potential
7 administrative claims for unpaid sales taxes owed to ADOR and for unpaid rebates. The
8 Debtor estimates that these claims equal \$27,000.00 and \$69,023.00, respectively, but
9 these claims will be significantly reduced prior to the Effective Date. All unpaid rebates
10 outstanding as of June 1, 2025, will be paid in full on the Effective Date. The remaining
11 unpaid rebates will be paid in the ordinary course following the Effective Date.

12 All creditors and equity security holders should refer to Articles 3 through 6 of this
13 Plan for information regarding the precise treatment of their claim. **Your rights may be**
14 **affected. You should read these papers carefully and discuss them with your**
15 **attorney if you have one. (If you do not have an attorney, you may wish to consult**
16 **one.)**

17 **Article 2: Classification of Claims and Interests.**

18 2.01 **Class 1** All allowed claims entitled to priority under § 507(a) of the Bankruptcy
19 Code (except administrative expense claims under § 507(a)(2) and priority
20 tax claims under § 507(a)(8)). The Debtor does not believe there are any
claims in this class.

21 2.02 **Class 2** All secured claims to the extent allowed under § 506 of the Bankruptcy
22 Code. These claims consist of the claim of the SBA in the approximate
23 amount of \$466,327.45 secured by Debtor's assets; the claims of hard
24 money lenders asserting an interest in receivables, and lenders secured by
vehicles. Many of these classes are nonvoting classes because of the
applicable creditor's entitlement to vote only in Class 3.

25 2.03 **Class 3** All non-priority unsecured claims allowed under § 502 of the Bankruptcy
26 Code. These claims consist of all of Debtor's unsecured creditors.

27 2.04 **Class 4** Interests in Debtor in property of the estate. These claims consist of the
28 Interests of Cash as the sole member of Debtor.

1 **Article 3: Treatment of Administrative Expense Claims, Priority Tax Claims,**
2 **and Quarterly and Court Fees.**

3 **3.01 Unclassified Claims.**

4 Under § 1123(a)(1) of the Bankruptcy Code, administrative expense claims, and
5 priority tax claims are not in classes. These claims include the following:

- 6 A. The approved fees and costs of the Subchapter V Trustee.
- 7 B. The approved fees and costs of Debtor's bankruptcy counsel.
- 8 C. The approved fees of Debtor's accountant.
- 9 D. Customer rebates unpaid in the ordinary course of business.
- 10 E. An administrative tax claim of ADOR (*see* Proofs of Claim No. 23
11 and 26).
- 12 F. Any unpaid monthly amounts owed on vehicle financing.
- 13 G. A priority tax claim of ADOR (*see* Proof of Claim No. 6).
- 14 H. A priority tax claim of AZDES in the amount of \$25,117.95 (*see*
15 Proof of Claim No. 3).
- 16 I. Any outstanding wages owed to employees post-petition. The
Debtor does not believe there will be any such claims as of the
Effective Date of the Plan.

17 **3.02 Administrative Expense Claims.**

18 Each holder of an administrative expense claim allowed under § 503 of the
19 Bankruptcy Code, will be paid in full in cash from the Debtor's Net Disposable Income
20 under the Plan. Payment will be made during the term of the Plan as reflected in the
21 projections set forth in Exhibit B or as otherwise agreed between the Debtor and the
22 holder of an allowed administrative claim. With respect to the claim of ADOR for post-
23 petition taxes (*see* Proof of Claims 23 and 26), the Debtor and ADOR have agreed that
24 all such administrative claims shall be paid within 45 days of the Effective Date of the
25 Plan. *See* Section 3.04 below. All outstanding customer rebates outstanding as of June 1,
26 2025, will be paid in full on the Effective Date. All rebates thereafter will be paid in the
27 ordinary course.

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1 **3.03 Priority Tax Claims.**

2 Each holder of an allowed priority tax claim will be paid in full from Debtor's Net
3 Disposable Income over a period not to exceed five years after the Petition Date or such
4 longer period as maybe agreed to by the holder of the allowed priority tax claim. Holders
5 of allowed priority tax claims will be paid after administrative and other priority claims
6 (other than priority tax claims) are paid in full. Upon that occurrence, all of Debtor's Net
7 Disposable Income will be paid to holders of priority tax claims pro-rata based on the
8 allowed amount of their respective claim until such claims are paid in full. Payments shall
9 be paid quarterly as cash flow permits.

10 **3.04 Special Provisions Regarding Pre-Petition Priority Claim of ADOR.**

11 Notwithstanding the provisions of Section 3.03 above, ADOR will be paid with
12 respect to its pre-petition priority claim, not less than \$20,000 by the end of calendar year
13 2025, and \$10,000 for the 1st and 4th calendar quarters and \$25,000 for the 2nd and 3rd
14 quarters, of each year thereafter. The Debtor expects to pay ADOR more than the
15 minimally required payments.

16 Debtor shall provide to ADOR 45 days of the Effective Date of the Plan, the
17 following: copies of three (3) different Sales Receipts or Invoices for each Quarter from
18 the Debtor for the years 2022, 2023, 2024, and 2025.

19 Failure to comply with the Plan provisions concerning the liability owed to the
20 ADOR shall constitute a default of the Plan, which includes, but is not limited to, the
21 failure to make the full and timely payment(s), file a tax return, or pay a post-petition tax
22 liability timely. If the Debtor defaults with respect to any obligation owed to ADOR,
23 ADOR shall provide notice of such default to the Debtor's counsel and the Debtor shall
24 have five (5) calendar days after written notice of the default from ADOR to cure. Any
25 necessary cure shall be in certified or immediately available funds and shall include any
26 outstanding returns. If a default is not timely cured, the entire balance due the ADOR
27 shall be immediately due and owing. Further, in the event of a default, the ADOR may
28 enforce the entire amount of its claim, exercise any and all rights and remedies under

1 applicable non-bankruptcy law which includes, but is not limited to, state tax collection
2 procedures, and obtain any other such relief deemed appropriate by the Bankruptcy
3 Court. If the Debtor defaults two times in the same calendar year, on the third default in
4 the same calendar year, the ADOR may enforce the entire amount of its claim, exercise
5 any and all rights and remedies under applicable non-bankruptcy law which includes, but
6 is not limited to, state tax collection procedures, and obtain any other such relief deemed
7 appropriate by the Bankruptcy Court.

8 If the Debtor paid only the minimum required payments under the Plan for two
9 consecutive quarters, the ADOR has the right to request all accounting records for those
10 quarters. If the Debtor fails to respond to those requests of the ADOR, it will be
11 considered a default under the Debtor's Plan.

12 All outstanding administrative claims at the time of confirmation will be paid in
13 full within 45 days of the Effective Date of the Plan.

14 Any amounts, if any, still owed to ADOR after the completion of the Plan will be
15 paid in accordance with terms agreed upon between the Debtor and ADOR.

16 The Debtor and ADOR may file a Stipulation in Aid of Confirmation to
17 memorialize the terms of ADOR's treatment.

18 **3.05 Statutory Fees.**

19 All fees, if any, required to be paid under 28 U.S.C. § 1930 that are owed on or
20 before the Effective Date of this Plan have been paid or will be paid on the Effective Date.
21 Debtor is not aware of any such statutory fees.

22 **3.06 Prospective Quarterly Fees.**

23 Pursuant to 28 U.S.C. § 1930(a)(6) and (a)(7), no quarterly fees will accrue and be
24 due.

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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 – Non-Tax Priority Claims		There are no claims in this class.
Class 2A – Secured creditors - SBA	<input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired	The loan obligation owed to SBA arose on May 20, 2020, and was modified on May 31, 2021. SBA has a secured claim in the amount of \$466,327.45. Of this amount, \$450,000 represents the principal and \$16,327.45 represents interest. Interest accrues on the unpaid principal balance at the rate of 3.75%. Debtor has commended making installments of principal and interest in the amount of \$2,268 and, under the Plan, will continue to make the monthly payments until maturity on July 4, 2050 (the “ Maturity Date ”). On the Maturity Date, all remaining unpaid principal and accrued interest will be due in full in accordance with the existing loan documents. SBA shall continue to have those liens and security interests which existed prior to the Petition Date.
Class 2B – Secured Creditors – Black Olive Capital	<input checked="" type="checkbox"/> Impaired but classified and treated as an unallowed Class 3 Claim <input type="checkbox"/> Unimpaired	Black Olive is the holder of a disputed claim against the Debtor in the amount of \$87,311.66 purportedly secured by accounts receivable. Any claim of Black Olive in accounts receivable is junior to the lien of the SBA. As such, to the extent this claim is allowed, it will be classified and treated as a Class 3 Non-Priority Unsecured Claim and any purported security interest will be stripped and treated as released in full upon the entry of the Confirmation Order. Notwithstanding the foregoing, Black Olive did not file a proof of claim prior to the March 27, 2025, bar date. As such, Black Olive’s claim will be disallowed in its entirety and any purported security interest will be stripped and treated as released in full upon the entry of the Confirmation Order. Class 2B is a nonvoting class because of Black Olive’s right to vote as a Class 3 unsecured creditor.
Class 2C – Secured Creditors – Emmy Capital Group	<input checked="" type="checkbox"/> Impaired but classified and treated as an unallowed Class 3 Claim <input type="checkbox"/> Unimpaired	Emmy Capital Group (“ Emmy Capital ”) is the holder of a disputed claim against the Debtor in the amount of \$100,078 purportedly secured by accounts receivable. Any claim of Emmy Capital in accounts receivable is junior to the lien of the SBA. As such, to the extent this claim is allowed, it will be classified and treated as a Class 3 Non-

		<p>Priority Unsecured Claim and any purported security interest will be stripped and treated as released in full upon the entry of the Confirmation Order. Notwithstanding the foregoing, Emmy Capital did not file a proof of claim prior to the March 27, 2025, bar date. As such, Emmy Capital's claim will be disallowed in its entirety and any purported security interest will be stripped and treated as released in full upon the entry of the Confirmation Order. Class 2C is a nonvoting class because of Emmy Capital's right to vote as a Class 3 unsecured creditor.</p>
Class 2D – Secured Creditors – Fidelity Funding Corp.	<input checked="" type="checkbox"/> Impaired but classified and treated as an unallowed Class 3 Claim <input type="checkbox"/> Unimpaired	<p>Fidelity Funding Corp. (“Fidelity”) is the holder of a disputed claim against the Debtor in the amount of \$113,568.61 purportedly secured by accounts receivable. Any claim of Fidelity in accounts receivable is junior to the lien of the SBA. As such, to the extent this claim is allowed, it will be classified and treated as a Class 3 Non-Priority Unsecured Claim and any purported security interest will be stripped and treated as released in full upon the entry of the Confirmation Order. Notwithstanding the foregoing, Fidelity did not file a proof of claim prior to the March 27, 2025, bar date. As such, Fidelity's claim will be disallowed in its entirety and any purported security interest will be stripped and treated as released in full upon the entry of the Confirmation Order. Class 2D is a nonvoting class because of Fidelity's right to vote as a Class 3 unsecured creditor.</p>
Class 2E – Secured Creditors – Overnight	<input checked="" type="checkbox"/> Impaired but classified and treated as an allowed Class 3 Claim <input type="checkbox"/> Unimpaired	<p>Overnight is the holder of a claim against the Debtor in the amount of \$266,696.08 purportedly secured by accounts receivable. The Debtor disputes this claim and will seek its disallowance to the extent it seeks treatment as a secured claim. Any claim of Overnight in accounts receivable is junior to the lien of the SBA. As such, to the extent this claim is allowed, it will be classified and treated as a Class 3 Non-Priority Unsecured Claim and any purported security interest will be stripped and treated as released in full upon the entry of the Confirmation Order. Class 2E is a nonvoting class because of Overnight's right to vote as a Class 3 unsecured creditor.</p>
Class 2F – Secured	<input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired	<p>Ally is the holder of a claim in the amount of \$22,347.39 secured by a 2022 Toyota Tacoma automobile [VIN 3TYRX5GNNT061466]. The</p>

Creditors – Ally		Debtor will continue to make monthly payments of this claim in accordance with the terms of the loan documents.
Class 2G – Secured Creditors – Ally	<input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired	Ally is the holder of a claim in the amount of \$31,859.26 secured by a 2022 Toyota Tacoma automobile [VIN 3TMCZ5AN0NM498831]. The Debtor will continue to make monthly payments of this claim in accordance with the terms of the loan documents.
Class 2H – Secured Creditors – Ally	<input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired	Ally is the holder of a claim in the amount of \$24,999.76 secured by a 2023 Toyota Tacoma automobile [VIN 3TYRX5GN6PT073886]. The Debtor will continue to make monthly payments of this claim in accordance with the terms of the loan documents.
Class 2I – Secured Creditors – Ally	<input checked="" type="checkbox"/> Impaired but classified and treated as an allowed Class 3 Claim <input type="checkbox"/> Unimpaired	Ally is the holder of a claim in the amount of \$13,512 secured by a 2021 Nissan NV200 Automobile [VIN 3N6CM0KN3MK700438]. The Debtor has surrendered or will surrender this vehicle, and the remaining claim will be treated as an allowed Class 3 Non-Priority Unsecured Claim. Class 2I is a nonvoting class because of Ally's right to vote as a Class 3 unsecured creditor.
Class 2J – Secured Creditors – US Bank	<input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired	US Bank is the successor in interest to Navitas Credit Corp. as the holder of a claim in the amount of \$87,946.18 secured by a 2022 Mercedes-Benz Metris Automobile [VIN W1YV0BEY6N4190267] and a 2020 Mercedes-Benz Metris Automobile [VIN W1YV0BEY4L3684534]. The Debtor will continue to make monthly payments of this claim in accordance with the terms of the loan documents.
Class 2K – Secured Creditors – Amur	<input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired	Amur is the holder of a claim in the amount of \$64,468.71 secured by a 2020 Nissan NV200 Automobile [VIN 3N6CM0KN7LK694416] and a 2021 Chevrolet Express Automobile [VIN 1GCWGAFP6M251122]. The Debtor will continue to make monthly payments of this claim in accordance with the terms of the loan documents.
Class 2L – Secured Creditors – Channel Partners	<input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired	Channel Partners is the holder of a claim in the amount of \$70,690.54 secured by a 2020 Lincoln Navigator automobile [VIN 5LMJJ2TT6LEL18546]. The Debtor will continue to make monthly payments of this claim in accordance with the terms of the loan documents.
Class 2M – Secured	<input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired	First Foundation is the holder of a claim in the amount of \$96,481.70 secured by a 2019.

Creditors – First Foundation		Chevrolet Express G2500 Automobile [VIN 1GCWGBFP8K1174904], a 2019 Chevrolet Express G2500 Automobile [VIN 1GCWGAFG7K1328285], and a 2019 Dodge Ram Automobile [VIN 3C6JR6DG7KG509142]. Debtor will surrender these vehicles, and the remaining claim will be treated as an allowed Class 3 Non-Priority Unsecured Claim. Class 2M is a nonvoting class because of First Foundation’s right to vote as a Class 3 unsecured creditor.
Class 2N – Secured Creditors – Falcon	<input checked="" type="checkbox"/> Impaired but classified and treated as an allowed Class 3 Claim <input type="checkbox"/> Unimpaired	Falcon is the holder of a claim in the amount of \$209,798.02 secured by a 2023 Cadillac Escalade Automobile [VIN 1GYS4SK92PR171580]. The Debtor has surrendered this vehicle, and the remaining claim will be treated as an allowed Class 3 Non-Priority Unsecured Claim. Class 2N is a nonvoting class because of Falcon’s right to vote as a Class 3 unsecured creditor.
Class 2O – Secured Creditors – Apex Commercial Capital	<input checked="" type="checkbox"/> Impaired but classified and treated as an allowed Class 3 Claim <input type="checkbox"/> Unimpaired	Apex Commercial Capital (“ Apex ”) is the holder of a claim in the amount of approximately \$49,610 secured by a 2021 Chevrolet Express Automobile [VIN 1GCWGAFP0M1208217]. The Debtor has surrendered this vehicle, and the remaining claim will be treated as an allowed Class 3 Non-Priority Unsecured Claim. Class 2O is a nonvoting class because of Apex’s right to vote as a Class 3 unsecured creditor.
Class 2P – Secured Creditors – First Federal	<input checked="" type="checkbox"/> Impaired but classified and treated as an allowed Class 3 Claim <input type="checkbox"/> Unimpaired	First Federal Leasing (“ First Federal ”) is the holder of a claim in the amount of approximately \$30,811 secured by a 2021 Chevrolet Express G2500 Automobile [VIN 1GCWGAFP9M11148194]. The Debtor has surrendered this vehicle, and the remaining claim will be treated as an allowed Class 3 Non-Priority Unsecured Claim. Class 2P is a nonvoting class because of First Federal’s right to vote as a Class 3 unsecured creditor.
Class 2Q – Secured Creditors – First Federal	<input checked="" type="checkbox"/> Impaired but classified and treated as an allowed Class 3 Claim <input type="checkbox"/> Unimpaired	First Federal is the holder of a claim in the amount of approximately \$38,500 secured by a 2020 Nissan NV200 Automobile [VIN 3N6CM0KN6LK694195] and a 2018 Nissan NV200 Automobile [VIN 3N6CM0KN9JK690526]. The Debtor has surrendered these vehicles, and the remaining claim will be treated as an allowed Class 3 Non-Priority Unsecured Claim. Class 2Q is a nonvoting class because of First Federal’s right to vote as a Class 3 unsecured creditor.

Class 2R – Secured Creditors – First Federal	<input checked="" type="checkbox"/> Impaired but classified and treated as an allowed Class 3 Claim <input type="checkbox"/> Unimpaired	First Federal is the holder of a claim in the amount of approximately \$78,511 secured by a 2019 Nissan NV200 Automobile [VIN 3N6CM0KN2KK692538], a 2019 Nissan NV200 Automobile [VIN 3N6CM0KNXKK698085], a 2015 Nissan NV200 Automobile [VIN 3N6CM0KN2FK715239], and a 2016 Nissan NV200 Automobile [VIN 3N6CM0KN0GK697647]. The Debtor has surrendered these vehicles, and the remaining claim will be treated as an allowed Class 3 Non-Priority Unsecured Claim. Class 2R is a nonvoting class because of First Federal's right to vote as a Class 3 unsecured creditor.
Class 2S – Secured Creditors – AFCU	<input checked="" type="checkbox"/> Impaired but classified and treated as an allowed Class 3 Claim <input type="checkbox"/> Unimpaired	AFCU is the holder of a claim secured by certain deposit accounts. The Debtor has stipulated to the recovery by AFCU of its collateral, and any remaining claim will be classified and treated as an allowed Class 3 Non-Priority Unsecured Claim. Class 2S is a nonvoting class because of AFCU's right to vote as a Class 3 unsecured creditor.
Class 2T – Secured Creditors – Everest	<input checked="" type="checkbox"/> Impaired but classified and treated as an allowed Class 3 Claim <input type="checkbox"/> Unimpaired	Everest is the holder of a claim against the Debtor in the amount of \$106,908.61 purportedly secured by accounts receivable. The Debtor disputes this claim and will seek its disallowance to the extent it seeks treatment as a secured claim. Any claim of Everest in accounts receivable is junior to the lien of the SBA. As such, to the extent this claim is allowed, it will be classified and treated as a Class 3 Non-Priority Unsecured Claim and any purported security interest will be stripped and treated as released in full upon the entry of the Confirmation Order. Class 2T is a nonvoting class because of Everest's right to vote as a Class 3 unsecured creditor.
Class 2U – Secured Creditors – US Bank	<input checked="" type="checkbox"/> Impaired but classified and treated as an allowed Class 3 Claim <input type="checkbox"/> Unimpaired	US Bank is the holder of a claim in the amount of \$159,425.24 secured by a 2023 Mercedes-Benz S580Z4 Automobile [VIN W1K6X7GB4PA197786]. The Debtor has surrendered this vehicle, and the remaining claim will be treated as an allowed Class 3 Non-Priority Unsecured Claim. Class 2U is a nonvoting class because of US Banks' right to vote as a Class 3 unsecured creditor.
Class 2V – Secured	<input checked="" type="checkbox"/> Impaired but classified and treated as an	AILCO is the holder of a claim alleged in the amount of \$92,025.93 secured by work-stations, computers, calibration tablets and machines,

Creditors – AILCO	allowed Class 3 Claim <input type="checkbox"/> Unimpaired	cameras, and related equipment. The Debtor has surrendered or will surrender this equipment, and the remaining claim will be treated as an allowed Class 3 Non-Priority Unsecured Claim. Class 2V is a nonvoting class because of AILCO's right to vote as a Class 3 unsecured creditor.
Class 3 – Non-priority unsecured creditors	<input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired	Payments shall be made pro-rata from a fund of \$1,000 paid from Debtor's Net Disposable Income at close of each of the calendar years 2026, 2027, and 2028. At the close of (i) calendar year 2029, (ii) June 30, 2030, and (iii) the end of the Plan term, after all required payments of any administrative and priority claims including tax claims are paid in full, payments shall be made from Debtor's Net Disposable Income subject to available cash flow..
Class 4 – Equity security holders of the Debtor	<input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired	The Debtor shall retain all assets of the Debtor's bankruptcy estate, and such assets shall be re-vested in Debtor upon confirmation of the Plan in accordance with § 1141(b) of the Bankruptcy Code. All equity interest holders shall retain their equity interest in Debtor subject to the terms and provisions of this Plan. If the Plan is confirmed under § 1191(b) of the Bankruptcy Code, vesting will be as allowed by, and consistent with § 1186.

5.01 Disputed Claims.

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.

Objections to claims, except for those Claims more specifically deemed Allowed in the Plan, may be filed by Debtor or any party-in-interest up to and including 30 days following the entry of the Confirmation Order. The Debtor also reserves the right to request an estimation of disputed claims for purposes of confirmation.

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1 **5.02 Delay of Distribution on a Disputed Claim.**

2 No distributions will be made on account of a disputed claim unless such claim is
3 Allowed by a final non-appealable order. Any proposed distribution on account of such
4 disputed claims shall be held by the trustee or Debtor pending resolution of the objection.

5 **5.03 Settlement of Disputed Claims.**

6 Debtor will have the power and authority to settle and compromise a disputed
7 claim with court approval and compliance with Rule 9019 of the Federal Rules of
8 Bankruptcy Procedure.

9 **Article 6: Provisions for Executory Contracts and Unexpired Contracts and**
10 **Leases.**

11 **6.01 Assumed Executory Contracts and Unexpired Leases.**

12 (a) The Debtor shall assume, and if applicable assign, the executory contracts
13 and unexpired leases identified on a plan supplement filed prior to the initial hearing to
14 consider confirmation of the Plan.

15 (b) Except for executory contracts and unexpired leases that have been
16 assumed, and if applicable assigned, before the Effective Date or under section 6.01(a) of
17 this Plan, or that are the subject of a pending motion to assume, and if applicable assign,
18 the Debtor will be conclusively deemed to have rejected all executory contracts and
19 unexpired leases as of the Effective Date.

20 (c) A proof of a claim arising from the rejection of an executory contract or
21 unexpired lease under this section must be filed no later than 30 days after the date of the
22 order confirming this Plan.

23 (d) Each contract and lease assumed and/or assigned pursuant to Section 6.1 of
24 the Plan shall be assumed only to the extent that any such contract or lease constitutes an
25 Executory Contract or Unexpired Lease. Assumption of a contract or lease pursuant to
26 Section 6.1 of the Plan shall not constitute an admission by the Debtor that such contract
27 or lease is an Executory Contract or Unexpired Lease or that the Debtor has any liability
28 thereunder. All Executory Contracts and Unexpired Leases that are assumed will be

1 assumed under their present terms or upon such terms as are agreed to in writing between
2 the Debtor and the counterparty to such contract or lease.

3 **Article 7: Means for Implementation of the Plan.**

4 **7.01 Plan Fund.**

5 The Debtor anticipates an Effective Date for the Plan of September 1, 2025. The
6 Debtor shall establish a Plan Fund for the management of all funds for distribution to
7 creditors and claimants. The Plan Fund shall be administered by the Debtor regardless of
8 whether Plan confirmation is consensual unless otherwise determined by the Court. The
9 Debtor shall make deposits into the Plan Fund annually following the Effective Date of
10 the Plan from Debtor's Net Disposable Income. Debtor may but is not required to make
11 deposits into the Plan Fund more frequently than annually. If any payment required under
12 the Plan is not timely paid to a holder of a claim, such holder shall give Debtor and
13 Debtor's counsel prompt notice of such failure and an opportunity to cure such failure
14 within 30 days of the payments' due date. No payment shall be in default unless it remains
15 unpaid following expiration of the 30-day cure period set forth above. If any required
16 payment is not cured within such 30-day period, the matter shall be set for hearing before
17 the Bankruptcy Court² to consider the consequences of such default which could include,
18 the conversion of this case to a proceeding under chapter 7 and/or the annulment,
19 modification, or vacation of the automatic stay of 11 U.S.C. § 362 to permit any holder
20 of an allowed claim to exercise and pursue any and all state law rights and remedies
21 relative to its claim and any collateral for such claim.

22 In addition to the foregoing, all claims, causes of action and related rights of the
23 Debtor, including but not limited to causes of action under Chapter 5 of the Bankruptcy
24 Code to collect assets and to avoid and recover preferential, fraudulent and/or
25 unauthorized transfers, under 11 U.S.C. §§542, 544, 547, 548, 549 and/or 550 shall be

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27
28 ² If this case is closed during the Plan payment years, the Debtor (and not the defaulted creditor
or party) will pay the reopening fee in the event of a default.

1 preserved for the benefit of the estate and may be pursued or compromised exclusively
2 by the Subchapter V Trustee in her sole and absolute discretion. All fees of the Subchapter
3 V Trustee from the pursuit of the foregoing shall be paid from the Net Disposable Income
4 of the Debtor and all proceeds from any recoveries shall be deposited into the Plan Fund
5 for distribution to creditors.

6 **7.02 Injunction.**

7 Except as otherwise specifically set forth in the Plan and/or confirmation order,
8 and until performance of all obligations required under the Plan, confirmation of the Plan
9 shall operate as an injunction against the commencement or continuation of an action, the
10 employment of process, or to an act to collect, recover, or offset any pre-petition debt
11 owed by the Debtor, the reorganized debtor, or their respective officers, directors,
12 managers, shareholders, members, successors or assigns, or against any of the assets or
13 properties of any of the foregoing, or against any of the entities in which Debtor or the
14 reorganized debtor has an interest, or which in any way impairs the ability of Debtor or
15 the reorganized debtor to implement or perform the obligations set forth in the Plan.

16 **7.03 Recovery from Team Auto.**

17 As set forth above, the Debtor believes that approximately \$26,218.00 of profit
18 was received by Team Auto and that the Debtor has a claim to those funds. Team Auto
19 and Cash shall enter into a stipulation for a compromise of claim under Bankruptcy Rule
20 9019. Subject to approval by the Court and the Subchapter V Trustee, Team Auto/Cash
21 shall repay \$26,218.00 to the estate. These funds will either be voluntarily returned by
22 Team Auto/Cash on or before August 26, 2025, or the Subchapter V Trustee will pursue
23 the recovery of such funds pursuant to the expanded powers already granted.

24 **7.04 Management; Supervision; and Subchapter V Trustee with Expanded Powers.**

25 The Subchapter V Trustee will be granted expanded powers pursuant to 11 U.S.C.
26 § 1183(b) in order to supervise, manage and control the Debtor and the Debtor's
27 operations throughout the duration of the Plan, and such expanded powers will be
28 confirmed by separate motion and order. In order to facilitate the Subchapter V Trustee's

1 duties and responsibilities, the Debtor will utilize Quickbooks or other similar accounting
2 software to maintain all financial records and to provide the Subchapter V Trustee with
3 complete internet access to all such records and information.

4 Following confirmation of the Plan, Griffen Granberg (“**Granberg**”) will direct
5 and manage all operations and affairs of the Debtor under the supervision and control of
6 the Subchapter V Trustee. Granberg’s resume is attached hereto as Exhibit E. Granberg’s
7 salary will equal \$135,200 per year. Kristy will be removed as manager, Granberg will
8 be designated as the replacement manager, and all records with the Arizona Corporation
9 Commission shall be amended accordingly. Cash will continue to be the Debtor’s sole
10 member, will continue to lead the sales and marketing team, and will earn a salary of
11 \$158,000 per year with a commission of \$12,500.00 per quarter for gross sales generated
12 above \$940,000.00 per applicable quarter. The Subchapter V Trustee may adjust such
13 salary if she determines circumstances warrant, in her sole and absolute discretion. For
14 the duration of the Plan, Cash shall not exercise any management or control over the
15 operation of the Debtor and all such management and control shall be vested exclusively
16 in the Subchapter V Trustee. Any violation of this provision shall constitute a default
17 under the Plan.

18 Either the Office of the United States Trustee (the “**UST**”) or the Subchapter V
19 Trustee may remove Cash or Granberg from the operation of the Debtor for cause.
20 Additionally, either the UST or the Subchapter V Trustee may, from time to time, request
21 any available financial information relating to the operation of the Debtor and the Debtor
22 shall reasonably comply with all such requests. Any failure to provide requested
23 information shall constitute a default under the Plan.

24 **7.04 Miscellaneous.**

25 Following confirmation of the Plan, all creditors shall be required to execute any
26 and all documents reasonably necessary to effectuate the provisions of the Plan including
27 releases of liens or UCC’s filed to secure or perfect the security for any obligations. The
28 Debtor is authorized to file UCC termination statements for any security interest

1 terminated and/or released pursuant to the terms of this Plan. Debtor intends to seek
2 confirmation pursuant to 11 U.S.C. § 1191(a) assuming all of the requirements of 11
3 U.S.C. § 1129(a), other than paragraph (15) of that section are satisfied. If, however,
4 Debtor is unable to confirm the Plan pursuant to § 1191(a), Debtor will seek confirmation
5 pursuant to the cramdown provisions of § 1191(b). Pursuant to § 1191(b), the Plan can be
6 confirmed if it does not discriminate unfairly, and is fair and equitable, with respect to
7 each class of claims or interests that is impaired under, and has not accepted, the Plan,
8 and all of the elements of § 1129(a) are met, with the exception of paragraphs (a)(8), (10),
9 and (15). Regardless of whether the Plan is confirmed pursuant to either § 1191(a) or (b),
10 the Subchapter V Trustee shall make the payments under the Plan.

11 **Article 8: General Provisions.**

12 **8.01 Definitions and Rules of Construction.**

13 The definitions and rules of construction set forth in §§ 101 and 102 of the
14 Bankruptcy Code shall apply when terms defined or construed in the Code are used in
15 this Plan.

16 **8.02 Effective Date.**

17 The effective date of this Plan (the “**Effective Date**”) is the first business day
18 following the date that is 14 days after the entry of the confirmation order. If, however, a
19 stay of the confirmation order is in effect on that date, the effective date will be the first
20 business day after the date on which the stay expires or is otherwise terminated.

21 **8.03 Severability.**

22 If any provision in this Plan is determined to be unenforceable, the determination
23 will in no way limit or affect the enforceability and operative effect of any other provision
24 of this Plan.

25 **8.04 Binding Effect.**

26 The rights and obligations of any entity named or referred to in this Plan will be
27 binding upon and will inure to the benefit of the successors or assigns of such entity.

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1 **8.05 Captions.**

2 The headings contained in this Plan are for convenience of reference only and do
3 not affect the meaning or interpretation of this Plan.

4 **8.06 Controlling Effect.**

5 Unless a rule of law or procedure is supplied by federal law (including the
6 Bankruptcy Code or the Bankruptcy Rules, the laws of the State of Arizona govern this
7 Plan and any agreements, documents, and instruments executed in connection with this
8 Plan, except as otherwise provided in this Plan.

9 **8.07 Retention of Jurisdiction.**

10 The Bankruptcy Court shall retain jurisdiction of this case pursuant to the
11 provisions of the Bankruptcy Code, including the final allowance or disallowance of all
12 Claims affected by the Plan, and to make such orders as are necessary or appropriate to
13 carry out the provisions of this Plan.

14 **8.08 Re-Vesting of Property in Debtor.**

15 Except as required to implement the Plan, the entry of an order confirming the Plan
16 vests all property of the estate in the Debtor in accordance with § 1141(b) of the
17 Bankruptcy Code free and clear of all Claims, liens, contractually imposed restrictions,
18 charges, encumbrances and interests of creditors, with all such Claims, liens,
19 contractually imposed restrictions, charges, and encumbrances being extinguished except
20 as otherwise provided in this Plan. If the Plan is confirmed under § 1191(b), revesting
21 will occur as permitted by, and consistent with § 1186.

22 **Article 9 Discharge.**

23 If the Debtor's Plan is confirmed under § 1191(a) of the Bankruptcy Code, on the
24 Effective Date of the Plan, the Debtor will be discharged from any debt that arose before
25 confirmation of this Plan, to the extent specified in § 1141(d)(1)(A) of the Bankruptcy
26 Code. The Debtor will not be discharged from any debt:

27 (i) imposed by this Plan; or

28 ///

(ii) excepted from discharge under § 523(a) of the Bankruptcy Code, except as provided in Rule 4007(c) of the Bankruptcy Rules.

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

(iii) on which the last payment is due under the plan, or as otherwise provided in § 1192; or

(iv) 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 Exculpation Clause.

Pursuant to 11 U.S.C. § 1107, the Debtor's fiduciaries are provided statutory qualified immunity for those instances they step into the shoes of a Chapter 11 trustee during the administration of this Case. This same qualified immunity is thereby imputed to the Debtor's bankruptcy Professionals authorized by the Bankruptcy Court to provide services on behalf of this Bankruptcy Estate. This qualified immunity is limited in nature. It only pertains to actions taken by the Debtor's fiduciaries and its authorized Professionals from the Petition Date, through the confirmation date, upon which date a Chapter 11 trustee's duties and responsibilities to the Bankruptcy Estate are terminated by statute. The qualified immunity is only applicable to those actions taken by the Debtor's fiduciaries and its authorized bankruptcy Professionals for actions that are necessary to the administration of the Bankruptcy Case but does not apply to conduct involving gross negligence; willful, wanton or intentional misconduct; or breaches of fiduciary duties. Qualified immunity shall not extend to ordinary business transactions of the Debtor. Any party seeking to bring an action against a fiduciary of the Debtor, or its authorized professionals, for actions arising from or related to this bankruptcy proceeding, must seek permission of the bankruptcy court before commencing a lawsuit in another forum. This qualified immunity is equal to the same protection afforded a bankruptcy

1 trustee and such trustee's professionals. *In re Cochise College Park, Inc.*, 703 F.2d 1339,
2 1359 (9th Cir. 1983); *In re Castillo*, 248 B.R. 153, 157 (9th Cir. BAP 2000); and *In re*
3 *Kashani*, 190 B.R. 875, 883 (9th Cir. BAP 1995). Finally, in recognition of the
4 applicability of the Barton Doctrine, any party seeking to bring an action against a
5 fiduciary of the Debtor, or its authorized professionals, for actions arising from or related
6 to this bankruptcy proceeding, must seek permission of the bankruptcy court before
7 commencing a lawsuit in another forum. *See In re Crown Vantage, Inc.*, 421 F.3d 963,
8 970 (9th Cir. 2005); *see also In re Kashani*, 190 B.R. at 885.

9 RESPECTFULLY SUBMITTED this 10th day of July 2025.

10 **BURCH & CRACCHIOLO, P.A.**

11
12 By /s/ Alan A. Meda (#009213)
13 Alan A. Meda
14 *Attorneys for the Debtor*

15 **AUTO GLASS 2020 LLC**

16 By /s/ Kristy LeSueur (w/ permission)
17 Kristy LeSueur
18 *Manager*