

Below is the Order of the Court.



[Handwritten Signature]

Marc Barreca
U.S. Bankruptcy Judge

(Dated as of Entered on Docket date above)

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON, AT SEATTLE

In re:

TIMOTHY DONALD EYMAN

DEBTOR

No. 18-14536

ORDER APPROVING DISCLOSURE
STATEMENT AND CONFIRMING
PLAN OF REORGANIZATION

This matter having come on for hearing upon the Motion to the Debtor to approve and confirm the Debtor's 4th Amended Plan of Reorganization Dated April 4, 2020; and the plan having been transmitted to creditors and equity security holders together with a copy of the approved disclosure statement; and the Debtor having filed an sworn Offer of Proof; and it having been determined the requirements for confirmation of the plan under 11 U.S.C. § 1129(a) have been satisfied; and proper notice having been given; and no objections to confirmation of the 4th Amended Plan of Reorganization dated April 4, 2020 being made;

ORDER

Page 1 of 2

VORTMAN & FEINSTEIN
2033 SIXTH AVENUE, SUITE 251
SEATTLE, WA 98121
(206) 223-9595
(206) 386-5355 (fax)

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IT IS ORDERED that:

The Debtor' 4th Amended Plan of Reorganization Dated April 4, 2020 filed by the Debtor on April 8, 2020, at ECF #270 is confirmed.

/// End of Order ///

Presented by:

/s/ Larry B Feinstein
Larry B. Feinstein WSBA # 6074
Kathryn P. Scordato, WSBA #41922
Attorneys for Debtor

Approved for Entry, Notice Waived

ROBERT W. FERGUSON
Attorney General

/s/ Susan Edison per email 4/8/2020

Susan Edison, WSBA 18293
Attorneys for the State of Washington

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In re

TIMOTHY DONALD EYMAN,

Debtor.

NO. 18-14536-MLB

DEBTOR'S FOURTH AMENDED
CHAPTER 11 PLAN OF
REORGANIZATION DATED APRIL 4,
2020

Timothy D. Eyman, by and through his attorney, Larry B Feinstein of Vortman & Feinstein, submits the following Fourth Amended Plan pursuant to 11 U.S.C. §§ 1121(c) and 1123:

ARTICLE I. SUMMARY

Section 1.01 The Fourth Amended Plan of Reorganization (the "Plan") under Chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of Timothy Donald Eyman (the "Debtor") from the Debtor's earnings and assets in amounts and over the time periods set forth in this Amended Plan.

ARTICLE II. CLASSIFICATION OF CLAIMS AND INTERESTS

Section 2.01 Class 1. Class 1 consists of the unsecured, nondischargeable claims of creditor the State of Washington under § 502 and § 523(a)(2), (4) and (7), and the unsecured, dischargeable claim of creditor Klinedinst PC. Class 1 is impaired and entitled to vote.

1 **Section 2.02** Fixing Claims. The allowed claim of any creditor will be as set forth in the claim
2 timely filed by the creditor. The cutoff for timely filing a claim was the court-ordered bar date
3 of March 1, 2019. There were two claims filed by the bar date. These were the claims filed by
4 the State of Washington and Klinedinst PC. No further claims are allowed because the bar date
5 has passed.

6
7 **ARTICLE III. TREATMENT OF ADMINISTRATIVE CLAIMS AND U.S.**
8 **TRUSTEE FEES**

9 **Section 3.01** Administrative Claims. “Administrative Claim” means a claim for payment of
10 costs and expenses of administration pursuant to 11 U.S.C. § 503(b), including: (i) the actual and
11 necessary costs and expenses incurred on or after the petition date and through the Effective
12 Date; (ii) compensation and reimbursement for legal, accounting, and other professional services
13 that have been allowed pursuant bankruptcy court order; (iii) all fees and charges assessed
14 against the Estate pursuant 28 U.S.C. § 1930; (iv) all other Claims entitled to Administrative
15 Claim status pursuant to an order of the bankruptcy court; and (v) the post-petition claims of the
16 State that are to be paid pursuant to this Court’s order dated November 27, 2019 (ECF #180).

17 **Section 3.02** State Administrative Claim. Based upon the November 27, 2019 order, Debtor
18 Eyman will pay the full amount of the contempt sanctions and attorneys’ fees and costs awarded
19 in *State v. Eyman* accrued from the time of filing of the bankruptcy which the State has estimated
20 to be \$270,000. For the purposes of this Plan, and for initial plan distribution purposes only
21 \$270,000 shall be paid on confirmation, but the actual administrative claim may be higher at the
22 time at the time of plan confirmation. Any administrative claim over \$270,000 is separately
23 treated in Section 4.01(c) below. The Debtor will pay the amount of \$270,000 three days after
24 the effective date of the plan. The State will provide the Debtor with the exact amount owed on
25 the contempt sanctions, attorneys’ fees and costs on the effective date. The Debtor will issue a
26 check for this amount, if \$270,000 or less, payable to the State of Washington and addressed as

1 follows: Attorney General of Washington, Complex Litigation Division, 7141 Cleanwater Drive
2 SW, P.O. Box 40111, Olympia WA 98504-0111. Any amount in excess of \$270,000, shall be
3 paid from the monthly payments into the Claims Reserve Account provided as set out in Section
4 4.01 below until paid in full. If additional contempt sanctions and attorneys' fees and costs accrue
5 post-confirmation, those amounts will also be paid from the Claims Reserve Account as set out
6 in Section 4.01 below until paid in full.

7 **Section 3.03 Treatment.** Each holder of an Administrative Claim, allowed under § 503 of the
8 Code, including the administrative claim of the State of Washington, will be paid within three
9 business days of the Effective Date of the Plan, in cash, or upon such other terms as may be
10 agreed upon by the holder of the claim, or as otherwise provided in this Plan.

11 **Section 3.04 United States Trustee Fees.** All fees required to be paid by 28 U.S.C. § 1930(a)(6)
12 will accrue and be timely paid until the case is closed, dismissed or converted to another chapter
13 of the Code. Any U.S. Trustee fees owed on or before the Effective Date of the Plan will be
14 paid on the Effective Date.

15 **ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS UNDER THE**
16 **PLAN**

17 **Section 4.01** Class 1 claims and interests shall be treated as follows under the Plan:

18 (A) **Initial Payment on Class 1 claims.** The Debtor is the disbursing agent and shall
19 disburse within 15 days of the effective day, the sum of \$30,000 prorata to the liquidated general
20 unsecured claims in the estate. The liquidated unsecured claims for this Plan shall be the
21 liquidated judgment claim of the State in the *State of Washington v. Tougher to Raise Taxes* in
22 the amount of \$40,533.53, the pre-petition contempt sanctions awarded in *State v. Eyman*, which
23 are approximately \$30,000, and the undisputed liquidated claim of Klinedinst P.C. in the amount
24 of \$108,891.20. On confirmation, the Debtor or Chapter 11 trustee shall disburse from estate
25 funds \$8,137.93 to the State on its claims and \$21,862.07 to Klinedinst PC on its
26 claims. Thereafter:

1 (B)(1) Claims of the State of Washington: The Class 1 claims of the State shall include
2 the final non-appealable unsecured, nondischargeable claim of the State of Washington, which
3 is based upon judgments and orders entered or that may be entered in the cases of *State of*
4 *Washington v. Tim Eyman, et al.* (Thurston County Superior Court case no. 17-2-01546-34) and
5 *State v. Tougher to Raise Taxes, et al.* (Thurston County Superior Court case no. 16-2-03891-
6 34) (“**State Actions**” collectively). The State’s Class 1 claims further include any allowed pre-
7 petition contempt sanctions.

8 i. In the case of *State v. Tougher to Raise Taxes, et al* judgment was entered
9 in favor of the State of Washington on April 12, 2019 against the Debtor
10 totaling \$40,533.53, comprised of \$22,340.00 in the principal judgment,
11 \$17,827.28 in attorneys’ fees and \$366.25 in court costs.

12 ii. On August 2, 2019, Thurston County Superior Court Judge Dixon
13 assessed \$156,000.00 in contempt sanctions with the associated costs and
14 fees against the Debtor. Daily sanctions of \$500 continue to accrue
15 against Debtor Eyman and at the time this plan was filed the contempt
16 sanctions were approximately \$243,000 plus costs and fees. On
17 November 27, 2019, the State’s administrative claim for the contempt
18 sanctions accrued since the filing of the bankruptcy was approved and
19 will be paid as stated herein in Section 3.02 and is estimated to be
20 \$270,000. Pursuant to 11 U.S.C. §§ 523(a)(2)(4) and (7), the amounts
21 awarded in favor of the State of Washington in the State Actions are
22 nondischargeable.

23 (2) Claims Reserve Account for the payment of the Balance of the State of Washington
24 Claims. The balance of these Section 3.02 administrative and 4.01 subsection (b) claims, after the
25 distribution under subsection (a) above, will be paid through a Claims Reserve Account (“Claims
26 Reserve”). The Claims Reserve will be a separate interest-bearing bank account which will hold

1 distributions for payment of: (i) any remaining balances due under Section 3.02 above over and
2 above the \$270,000 distributed at confirmation; (ii) any claims that cannot be paid until they
3 are allowed by court order, such as professional fees or disputed claims and will hold funds to
4 pay the distributions that each creditor will be entitled to receive if such creditor's claim is
5 allowed in full (unless the Court approves a different amount); and (iii) the balance of the State's
6 unpaid State Action claims. Should existing final orders and judgments be fully paid prior to final
7 resolution of the State Actions, continuing monthly payments will be held in the Claims Reserve
8 pending entry of final orders and judgments, and thereafter applied to such final orders and
9 judgments as are entered in the State Actions.

10 (3) Payment into the Claims Reserve. The Debtor will pay \$10,000 per month into the
11 Claims Reserve for payment of the State's claims beginning on the on the fifth (5th) day of each
12 month following the Effective Date of the plan through the end of the calendar year 2021.
13 Payments shall be applied to (i) any post-petition administrative claim remaining under Section
14 3.02, and then (ii) towards the unpaid balance of the State's liquidated *Tougher on Taxes*
15 judgment and pre-petition contempt sanctions in *State v Eyman*, and then (iii) the balance of the
16 State Action claims as said claims are allowed and liquidated. Final orders and judgments will
17 be paid from the Claims Reserve from funds then available within 10 days of entry of the order
18 or judgment. If the amount in the Claims Reserve does not pay the order or judgment in full,
19 the full balance in the Claims Reserve shall be paid to the State on the first of each month
20 thereafter until the State's order or judgment is fully paid.

21 (4) Commencing January 1, 2022, the monthly payment amount into the Claims Reserve
22 shall increase to \$13,500.00 per month for payment of the State's claim and remain at said amount
23 until the claims allowed herein are paid in full.

24 (5) If there is a balance due on the State's claim at the end of (10) ten years after the
25 Effective Date, then the Debtor shall within (30) thirty days make a lump sum balloon payment of
26 the remaining balance. However, if the parties agree, or the court rules that the Debtor's financial

1 circumstances do not allow for lump sum payment of the remaining balance monthly payments of
2 \$13,500 shall then continue until the claims are paid in full without further modification.

3 (6) The State's claim shall be paid over as many months as needed to pay the allowed claim
4 in full from the Claims Reserve.

5 (C) Balance of the Claim of Klinedinst PC: The unsecured, dischargeable claim of Klinedinst
6 PC will be paid he remaining balance of their claim in full over a period of sixty (60) months,
7 with interest computed at the federal judgment rate of interest in effect at the time of
8 confirmation. It is estimated that the monthly payment will be approximately \$1,400 per month.

9 **Section 4.02** Interest on Allowed Claims and Expenses. Interest will be paid on the final
10 allowed claims of all creditors, at the federal judgment rate, pursuant to 28 U.S.C. § 1961(a) on
11 the Effective Date except as stated in Section 9.01 on Default. Since there are orders and
12 judgments in *State v. Eyman* which are not yet determined, the federal judgment rate in effect at
13 the time such individual orders and judgments become final as set by 28 U.S.C. § 1961(a) will
14 be the rate that is applied to those individual orders and judgments.

15 **ARTICLE V. PROVISIONS FOR EXECUTORY CONTRACTS AND**
16 **UNEXPIRED LEASES:**

17 **Section 5.01** Assumed Executory Contracts and Unexpired Leases. None
18

19 **ARTICLE VI. IMPLEMENTATION OF THE PLAN**

20 **Section 6.01** Source of Payments. There are funds on hand in a number of accounts that are
21 property of the estate, including the Tim Eyman Legal Defense Fund and Mr. Eyman's personal
22 household account. These funds shall be used to make the initial distributions under the Plan.

23 **Section 6.02.** Further payments. Additional payments and distributions under the Plan shall be
24 funded through the earnings, donations, gifts, and assets of the Debtor, including assets listed in
25 the Debtor's Schedules and monthly financial reports. The assets include, but are not limited to,
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1 the Debtor's accounts at Bank of America, Key Bank and Heritage Bank and the Debtor's legal
2 defense funds.

3 **Section 6.03 Borrowing Money.** Following confirmation of the Plan, until the case is
4 closed, the Debtor may borrow money, in an amount in excess of \$10,000.00 only after seeking
5 authorization of the bankruptcy court (the "Court"). [The use of a credit card for gas, food, living
6 expenses, for instance, even though technically "borrowing money", shall not require court
7 approval as long as the amounts less than \$10,000 and are accounted for in the US Quarterly
8 UST post-confirmation reports.

9 **Section 6.04 Gifts.** The Debtor may accept gifts if disclosed to the Court and the State of
10 Washington, within the monthly/quarterly (if prepared by the Debtor [quarterly] or by the
11 Trustee [monthly]) filed reports consistent with the reporting requirements of the United States
12 Trustee for post-confirmation reports.

13 **Section 6.05 Management of Bankruptcy estate.** The Debtor or the Chapter 11 Trustee if
14 appointed, shall manage the estate consistent with this Plan.

15 **Section 6.06 Status Report.** The Debtor shall comply with the US Trustee's required post-
16 confirmation reporting requirements during the case, commencing not later than 120 days after
17 the Effective Date, and quarterly thereafter, which reports will also contain a status report
18 detailing the progress made toward consummation of the confirmed plan. The Status Report
19 shall be filed every 90 days as required by the US Trustee during the pendency of the case. In
20 addition, the Debtor/Trustee shall comply with the monthly plan disbursement Reports [UST
21 Form 30] and file them with the court by the 20th day of each month.

22 **Section 6.07 Transfers of Property.** All transfers of property under the Plan shall be made in
23 accordance with any applicable provisions of non-bankruptcy law to the extent required by 11
24 U.S.C. § 1129(a)(16).

25 **Section 6.08 Sale of Estate Property.** The sale of estate property while the case remains open
26 must first be approved by the Court after notice and hearing. This specifically applies to the

1 Eyman home listed in the bankruptcy schedules. Throughout the course of this Chapter 11
2 bankruptcy, the pendency of the Chapter 11 plan while the case is open and/or if there is a
3 conversion to Chapter 7, Debtor may not sell or in any way encumber or transfer his home
4 without permission of the court and notifying the creditors of such an action. The Debtor or the
5 State of Washington shall file with the Snohomish County Recorder the attached “*Notice of Lis*
6 *Pendens [RCW 4.28.325]; Bankruptcy Case; and Restriction on Transfer*” for the home, within
7 5 business days of the confirmation of this Plan.

8 **Section 6.09 Disbursing Agent.**

9 Until such time as a Chapter 11 Trustee may be appointed, the Debtor shall serve as the
10 disbursing agent and make payments on each claim on or before the fifteenth (15th) day of each
11 month, pro rata, starting with the month following the Effective Date, and continuing for the
12 period specified in the Plan, and in the amount provided herein. The Debtor shall set up the
13 Claims Reserve interest bearing account at a national banking institution, as long as that
14 institution is on the approved depository list of the US Trustee for estate funds and approved by
15 the State of Washington, and will hold deposits made into such account for any claims that
16 cannot be paid until they are allowed by court order, such as professional fees or disputed claims.
17 If a Trustee is appointed, the Trustee shall file with the Court Monthly Operating Reports
18 (MOR), and if a Trustee is not appointed, then the Debtor shall file with the Court quarterly
19 operating reports, as required by the US Trustee, while the case remains open and provide copies
20 to the State of Washington, and in a form generally used by the US Trustee for post-confirmation
21 Chapter 11 cases. The post-confirmation reports shall be submitted under penalty of perjury and
22 shall detail the amounts, dates and to whom all payments have been made; the amounts, dates
23 and source of all deposits made and individual making the deposit [consistent with the Debtor’s
24 preconfirmation reporting] with the balance in the Claims Reserve. No funds shall be withdrawn
25 from said account other than as necessary to fund this Plan and for the payment of claims under
26 this Plan including UST quarterly fees. Debtor/Trustee shall attach to each filed report the

1 banking statements from each bank account used by the Debtor, consistent with the Debtor's
2 preconfirmation reporting. The Debtor/Trustee is required to reserve in the Claims Reserve
3 enough funds and assets to pay the distributions that each creditor would otherwise be entitled
4 to receive if such creditor's claim was allowed in full (unless the Court approves a different
5 amount). Should existing final orders and judgments be fully paid prior to final resolution of the
6 State Actions, the Debtor/Trustee shall continue to make monthly payments into the Claims Reserve
7 pending entry of final orders and judgments, and thereafter shall apply payments from the Claims
8 Reserve or from the funds on hand or current assets to the final orders and judgments as they are
9 entered in the State Actions.

10 **Section 6.10** Order of Distributions. The Debtor shall first pay the administrative claims
11 allowed by the court at the time of confirmation. Thereafter, monthly payments will be made on
12 the Class 1 claims until paid in full as set out in the plan.

13 **Section 6.11** Alienation. Distributions made on account of any claim shall not be subject to
14 levy, garnishment, attachment or any other legal or equitable remedy.

15 **Section 6.12** Unclaimed Distributions. Any distribution returned as undeliverable shall be
16 distributed by the Chapter 11 Trustee, if appointed, or if not by the Debtor to remaining creditors
17 upon the entry of a final decree.

18 **Section 6.13** Vesting. "Estate" means the estate created pursuant to section 541 of the Code.
19 Upon confirmation of the Plan, Section 1141 applies as to property of the estate. However, on
20 confirmation, the Eyman home listed in the bankruptcy schedules will be considered property of
21 the estate with the conditions stated in Section 6.08 above. If upon further motion or hearing,
22 this case is converted to a case under Chapter 7 of the Code, all property, whether residing in the
23 Estate, or acquired by the Debtor during the pendency of the Chapter 11 case as provided under
24 Section 541 of the Bankruptcy Code shall automatically vest in the Chapter 7 bankruptcy estate.

25 **ARTICLE VII. GENERAL PROVISIONS AND EFFECTS OF CONFIRMATION**

1 **Section 7.01** Effective Date. The Effective Date of the Plan is the first business day
2 following the date that is fourteen days after the entry of the order of confirmation.

3 **Section 7.02** Definitions and Rules of Construction. Definitions are as set forth herein. Terms
4 not defined in this Plan shall have the meanings set forth in the Code and in the Federal Rules of
5 Bankruptcy Procedure.

6 **Section 7.03** Captions. The headings contained in the Plan are for convenience of reference
7 only and do not affect the meaning or interpretation of the Plan.

8 **Section 7.04** Severability. If any provision in the Plan is determined to be unenforceable, the
9 determination will in no way limit or affect the enforceability and operative effect of any other
10 provision of the Plan.

11 **Section 7.05** Binding Effect. The rights and obligations of any entity named or referred to in
12 the Plan will be binding upon and will inure to the benefit of successors or assigns of such entity.

13 **Section 7.06** Effect of Disclosure Statement. Any provision of the disclosure statement
14 supporting the Plan that is inconsistent with any provision of the Plan shall be controlled by the
15 language in the Plan.

16
17 **ARTICLE VIII. DISCHARGE**

18 **Section 8.01** Discharge. Confirmation of the Plan does not discharge any debt provided for in
19 the Plan until the Court grants a discharge upon completion of all payments under the Plan, or
20 upon appropriate motion as provided under Section 1141 on or after sixty (60) months if
21 payments are for a period of longer than sixty (60) months. The Debtor will not be discharged
22 from any debt owed to the State of Washington which is otherwise excepted from discharge
23 under § 523 of the Code.

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25 **ARTICLE IX. EVENTS OF DEFAULT**

1 **Section 9.01** Default. In the event of default by the Debtor of any provisions of the Plan, the
2 creditor affected by the default (the “Affected Creditor”) may serve a written notice of the default
3 and opportunity to cure (the “Default Notice”) on the Debtor according to Section 10.06, and
4 Debtor’s counsel as set forth in Section 10.06. If the Debtor fails to cure the default within thirty
5 (30) days of service of the Default Notice, the claim of the Affected Creditor becomes
6 immediately due and payable. The Affected Creditor may proceed against the Debtor and/or the
7 assets of the Debtor and/or of the Estate using any state or federal remedies without need for
8 resort to this Court for relief from the automatic stay and without being deemed to have violated
9 the terms of this Plan, the confirmed order or the Code. Service of the Default Notice is effective
10 upon mailing and giving the Debtor and Debtor’s counsel notice electronically by email as set
11 forth in Section 10.06. The Affected Creditor may enforce its rights in state court or in
12 bankruptcy court. Additionally, if the Debtor fails to cure default, by motion of any interested
13 party, an order appointing a Chapter 11 Trustee may be entered, who shall have the rights,
14 powers and duties specified in 11 USC §§1104, 1106 and 704 (as made applicable by §1106) to
15 make distributions under the terms of the confirmed plan and administer Estate assets, including,
16 but not limited to, liquidating [the house] and distributing Debtor’s interest therein to unpaid
17 Class 1 claims.

18 However, starting in 2022, when the Plan payment increases to \$13,500 per month on
19 the claims of the State, the default provisions of the Plan above are modified such that the State
20 cannot declare a default under the Plan if the total of all payments made on a quarterly basis
21 averages \$13,500 per month for any quarter in which a monthly delinquency occurred. For
22 illustrative purposes: if the Debtor pays only \$7,500 in any particular month because of a
23 decrease in income during that period, but makes up the difference the following month, so that
24 on a *quarterly accounting basis*, the Debtor’s payments average \$13,500 per month for that
25 quarter, then no default under this Plan may be declared. This quarterly accounting does not
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1 apply for the \$10,000 per month payments for 2020 and 2021 required in this Plan, and the above
2 default provisions control.

3 If the Debtor is found to be in default by failing to make payments on the State's claim
4 including the administrative claim and/or by failing to make regular payments to the Claims
5 Reserve, starting on the date of the default, and said default is not cured as provided in this
6 Section above, interest at the state rate of 12% per annum pursuant to RCW 4.56.110 shall be
7 applied to any present or future amount owed on the State's claims. This rate shall remain in
8 effect until the Debtor obtains a ruling by the Bankruptcy Court that the default has been cured,
9 and then interest accruing thereafter shall be the non-default interest rate provided in this plan.

10 **ARTICLE X. OTHER PROVISIONS**

11 **Section 10.01 Modification of the Plan.** The Plan proponent may modify the Plan at any time
12 before confirmation, subject to 11 U.S.C. § 1127 and Rule 3019(a) of the Federal Rules of
13 Bankruptcy Procedure; but in that event, the Court may require a new disclosure statement and/or
14 revoting on the Plan. The Plan proponent, the reorganized Debtor, the Chapter 11 Trustee and
15 the State of Washington also may seek to modify the Plan at any time *after* confirmation (1) if
16 the Plan has not been substantially consummated and (2) if the Court authorizes the proposed
17 modifications after notice and a hearing pursuant to 11 U.S.C. § 1127(b). In addition, the Debtor,
18 the Chapter 11 Trustee, the United States Trustee, the State of Washington, or the holder of an
19 allowed unsecured claim may seek to modify the Plan after confirmation under 11 U.S.C. §
20 1127(e).

21 **Section 10.02 Cramdown.** The Plan proponent reserves the right to seek confirmation
22 notwithstanding the rejection of the Plan by one or more classes of creditors or interest holders,
23 pursuant to 11 U.S.C. § 1129(b).

24 **Section 10.03 Termination of the Plan.** The Plan shall terminate and otherwise cease to be of
25 any effect or force upon satisfaction of all terms hereof.

1 **Section 10.04** Jurisdiction. The Court retains jurisdiction until all Plan payments have been
2 made. In the event a dispute arises as to the interpretation post-confirmation of the Plan, the
3 Court shall retain jurisdiction even if the case has been closed administratively. Pursuant to
4 Article IX above, in the event of default by the Debtor, the Affected Creditor may choose to
5 enforce its remedies in either state or bankruptcy court.

6 **Section 10.05** Applicable Law. Except to the extent that federal law is applicable: the Plan, the
7 terms, conditions, covenants, or obligations created by the Plan, and any rights or obligations
8 arising under, related to or in connection with the Plan or this case, shall be interpreted in
9 accordance with and governed by the laws of the State of Washington.

10 **Section 10.06** Notices. After the Effective Date, any pleading, notice or other documents
11 required by the Plan to be served or delivered shall be served as follows:

12 To the Debtor: c/o Larry Feinstein, 929 108th Avenue NE Ste. 1200, Bellevue WA 98004, and
13 at feinstein1947@gmail.com.

14 To the State of Washington: c/o Susan Edison, 800 5th Avenue Ste. 2000, Seattle WA 98104.

15 To Klinedinst PC: c/o Daniel Agle, 501 W. Broadway, 6th Floor, San Diego, CA 92101.

16 **Section 10.07** Quarterly Fees. Quarterly fees accruing under 28 U.S.C. § 1930(a)(6) after
17 confirmation shall be paid to the United States Trustee in accordance with that statute until entry
18 of a final decree, or entry of an order of dismissal or conversion to Chapter 7.

19 **Section 10.08** Survival of Plan Obligations. The obligations created by the Plan survive a final
20 decree but not conversion or dismissal of the Chapter 11 case. After a final decree is entered,
21 each obligation created by the Plan terminates upon completion, independent of other
22 obligations.

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CERTIFICATE

The undersigned certifies that the foregoing plan is submitted in accordance with 11 U.S.C. §§ 1121(c) and 1123.

RESPECTFULLY SUBMITTED this 4th day of April, 2020.

/s/ Larry B Feinstein
Larry B Feinstein, WSBA 6074
Attorney for Donald Eyman, Debtor

Approved for Filing:

/s/ Tim Eyman
Tim Eyman, Debtor

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CERTIFICATE

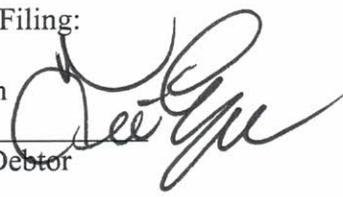
The undersigned certifies that the foregoing plan is submitted in accordance with 11 U.S.C. §§ 1121(c) and 1123.

RESPECTFULLY SUBMITTED this 4th day of April, 2020.

/s/ Larry B Feinstein
Larry B Feinstein, WSBA 6074
Attorney for Donald Eyman, Debtor

Approved for Filing:

/s/ Tim Eyman
Tim Eyman, Debtor



AFTER RECORDING RETURN:
Larry B Feinstein
929 108th Ave. NE, Ste 1200
Bellevue, WA 98004
425-643-9595

Parcel Number: 00834700000500

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In re

TIMOTHY DONALD EYMAN,

Debtor.

NO. 18-14536-MLB

NOTICE OF:

- (1) LIS PENDENS [RCW 4.28.325];
- (2) BANKRUPTCY CASE; AND
- (3) RESTRICTION ON TRANSFER

NOTICE is hereby given that Timothy Donald Eyman (the “Debtor”) is a debtor in a Chapter 11 bankruptcy reorganization in the United States Bankruptcy Court for the Western District of Washington, under Case No. 18-14536-MLB (the “Bankruptcy Case”).

The Bankruptcy Case affects the title to real property in the State of Washington. Specifically, the Fourth Amended Chapter 11 Plan of Reorganization approved in April 2020 (the “4th Amended Chapter 11 Plan”), provides that the following real property **may not be sold or in any way encumbered** without Bankruptcy Court approval and notice of 30 days to all creditors, which include:

- (1) The State of Washington at the following addresses:
 - a. Attorney General of the State of Washington, Highway-Licenses Building, 1125 Washington St SE, PO Box 40100, Olympia, WA 98504-0100; and,
 - b. Office of the Attorney General, Bankruptcy and Collections Unit,

800 5th Avenue Ste. 2000, Seattle WA 98104.

- (2) Klinedinst PC: c/o Daniel Agle, 501 W. Broadway, 6th Floor, San Diego,
CA 92101.

The property information is as follows:

Address

11913 59th Avenue W., Mukilteo, WA 98275

Parcel Number

00834700000500

Legal Description

LOT 5, ONE CLUB HOUSE LANE DIVISION 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE(S) 258 THROUGH 270, INCLUSIVE, IN SNOHOMISH COUNTY, WASHINGTON.

This Notice survives any conversion of the Chapter 11 bankruptcy case to Chapter 7 or any other chapter under the Bankruptcy Code. The Debtor waives the requirement under RCW 4.28.325 that a summons be published or personally served within 60 days of the filing of this document. The filing of this Notice has been approved by the Bankruptcy Court pursuant to the 4th Amended Chapter 11 Plan.

Larry B Feinstein

Larry B. Feinstein
Vortman & Feinstein
Counsel for Timothy D. Eyman
929 108th Avenue NE, Suite 1200
Bellevue, WA 98004
(425) 643-9595

STATE OF
COUNTY OF KING

ss.

On this day personally appeared before me __Larry B Feinstein__ to me known to be the individual, or individuals described in and who executed the within and foregoing instrument as Attorney for the Debtor, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this _____ day of __April, 2020_.

Dated:

Notary name printed or typed:
Notary Public in and for the State of Washington
Residing at
My appointment expires: