

Attorney or Party Name, Address, Telephone & Fax Numbers, and California State Bar Number Mark Bradshaw - Bar No. 192540 SHULMAN HODGES & BASTIAN LLP 26632 Towne Center Drive, Suite 300 Foothill Ranch, CA 92610 Tel: (949) 340-3400 Fax: (949) 340-3000	FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;"> FILED JAN 26 2007 <small>CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY Deputy Clerk</small> </div>
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: THE PEMMA CORPORATION, a California corporation, HMS HOLDING, CO., a General Partnership. <div style="text-align: right;">Debtor(s).</div>	CASE NO.: SA 05-50043 JR

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 1/29/07	Time: 10:30
Location: ROOM 5A UNITED STATES BANKRUPTCY COURT, SANTA ANA DIVISION	

Type of Sale: Public Private Last date to file objections: JANUARY 29, 2007

Description of Property to be Sold: Commercial Real Property located at 631 E. Monterey Avenue, Pomona, California 91767

Terms and Conditions of Sale: See Notice

Proposed Sale Price: 900,000.00

Overbid Procedure (If Any): See Notice

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

Mark Bradshaw
Shulman Hodges & Bastian LLP
26632 Towne Centre Drive, Suite 300
Foothill Ranch, CA 92610
Tel: (949) 340-3400 Fax: (949) 340-3000

Date: 1/26/07

1 Leonard M. Shulman -- Bar No. 126349
Mark Bradshaw -- Bar No. 192540
2 **SHULMAN HODGES & BASTIAN LLP**
26632 Towne Centre, Suite 300
3 Foothill Ranch, California 92610-2808 .
Telephone: (949) 340-3400
4 Facsimile: (949) 340-3000

5 Attorneys for Richard A. Marshack, Chapter 11 Trustee

6
7
8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**
10

11 In re
12 **THE PEMMA CORPORATION, a California**
13 **corporation,**
14
15 **HMS HOLDING COMPANY, a General**
Partnership,
16 Debtors.

Case No. SA 05-50043 JR

Chapter 11

Jointly Administered with
Case No. SA 05-50044 JR

**NOTICE OF CHAPTER 11 TRUSTEE'S
EMERGENCY MOTION FOR ORDER APPROVING
THE SALE OF REAL PROPERTY IN POMONA,
CALIFORNIA, SUBJECT TO OVERBID, FREE AND
CLEAR OF CERTAIN LIENS**

17
18 This Pleading Applies To:

- 19 Affects Pemma Corp. only
20 Affects HMS Holding Co only
21 Affects Both Cases
22

Hearing Date:

Date: January 29, 2007

Time: 10:30 A.M.

Place: Courtroom 5A

Ronald Reagan Federal Building and
United States Courthouse
411 West Fourth Street
Santa Ana, California 92701

23 **PLEASE TAKE NOTICE** that on **January 29, 2007 at 10:30 A.M.**, in Courtroom 5A of the above-
entitled Court located at Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street,
24 Santa Ana, California 92701, Richard A. Marshack, in his capacity as the Chapter 11 Trustee ("Trustee") for the
bankruptcy estate of The Pemma Corporation, a California corporation ("Pemma"), and in his capacity as the
25 Trustee for the bankruptcy estate of HMS Holding Company, a general partnership ("HMS"), will bring an
emergency motion for an order approving a the sale of commercial real property located at 631 E. Monterey
Avenue, Pomona, California, 91767, bearing assessor's parcel number 8337-018-036 ("Pomona Property").

26 At a hearing held on December 6, 2006, Harold Pemstein was the successful bidder for the Pomona
Property. The unsuccessful bidders were Clark W. Liu and Janet C. Liu (collectively, the "Lius"). There were no
27 other bidders at the hearing.

28 Harold Pemstein was supposed to pay a \$25,000 deposit in connection with the purchase of the Pomona
property. He has not paid the deposit. Harold Pemstein was supposed to close escrow on the Pomona Property no

1 later than January 5, 2007. The Trustee extended the deadline several times at Mr. Pemstein's request including one
2 written extension through January 26, 2007 provided that Harold Pemstein showed proof of funds, signed escrow
3 instructions, and provided similar evidence of intention and ability to close. As of the date of this Motion, Harold
Pemstein has been unable and/or unwilling to close escrow on the sale. The Trustee has also been advised that Mr.
Pemstein is unable to close by the January 26, 2007 deadline.

4 The Trustee has an opportunity to sell the Pomona Property to the Lius for \$900,000. The Lius are non-
5 contingent all-cash buyers (1) who previously provided a deposit to the Trustee, (2) who previously bid on the
6 Pomona Property and are thus familiar with the property, (3) who are not concerned that the Pomona Property no
7 longer has a lease and tenant associated with it, and (4) who have demonstrated the ability to close escrow and to do
8 so promptly. The Trustee needs to sell the Pomona Property to generate funds and to wind up the HMS bankruptcy
9 case. The proposed buyer has expressed a need to get the sale approved immediately and the Trustee does not want
10 to lose this valuable opportunity. Approval of the sale is in the best interest of the estate.

11 **The Trustee requests that the regular notice requirements with respect to the Motion be modified
12 and shortened such that service of the notice of hearing on the Motion in the manner and the opportunity for
13 response to the Motion set forth below is deemed reasonable under the circumstances of this case.**

14 **URGENCY FOR COURT APPROVAL OF THE MOTION**

15 More than seven weeks have passed since Harold Pemstein was declared the successful bidder of the
16 Pomona Property. Harold Pemstein has demonstrated an inability to close escrow on the Pomona Property.
17 Moreover, the Trustee has been advised that Harold Pemstein cannot close escrow even by the most recent deadline.
18 The Trustee needs to sell the Pomona Property to a party that can close escrow immediately.

19 The best and perhaps only opportunity to sell the Pomona Property for a good price that will actually
20 close escrow timely is in connection with the offer from Mr. and Mrs. Liu. The Lius have expressed the need to
21 close escrow quickly. Equally important, the Lius have demonstrated the *ability* to close escrow quickly. The offer
22 from the Lius is not contingent on financing nor does it require that there be a tenant or lease associated with the
23 property.

24 The sale of the Pomona Property will constitute the last asset sale in the HMS case and will allow the
25 case to be dismissed following allowance of claims. In addition, the sale of the Pomona Property at \$900,000 will
26 result in the HMS bankruptcy case being a surplus estate. Based in part on the fact that the sale of the Pomona
27 Property was already noticed to all parties in interest and that only the Lius and Harold Pemstein bid on this asset, it
28 is necessary for the estate to preserve the only legitimate offer it has for the Pomona Property. If the HMS estate
loses this opportunity, the impact on HMS creditors could be extremely detrimental.

In support of the Motion, the Trustee respectfully represents as follows:

I.

BACKGROUND REGARDING BANKRUPTCY CASES, THE PRIOR SALE MOTION, AND POST-SALE

EVENTS

1. On or about November 21, 2005 ("Petition Date") voluntary petitions for relief under Chapter 11 of the Bankruptcy Code were filed on behalf of Pemma and HMS.
2. The two general partners of HMS are Martin Pemstein and Harold Pemstein. Stanley Pemstein is the father of Martin Pemstein and Harold Pemstein.
3. On or about May 26, 2006, Richard A. Marshack was appointed as the Chapter 11 Trustee for the Pemma Estate and the Trustee for the HMS Estate.
4. On the Petition Date, HMS owned certain commercial real properties held for investment purposes as follows:

Location of Real Property	Nature of HMS's Interest
515 South Santa Fe, Santa Ana, CA	100% fee ownership
519 South Santa Fe, Santa Ana, CA	100% fee ownership
525 South Santa Fe, Santa Ana, CA	100% fee ownership
527 South Santa Fe, Santa Ana, CA	100% fee ownership (title held by Martin Pemstein as nominee of HMS)

631 E. Monterey Avenue, Pomona, CA	100% fee ownership
723 W. LaCadena Drive, Riverside, CA	100% fee ownership

5. On October 27, 2006, the Court entered an order authorizing the distribution of the commercial real properties located at 515 South Santa Fe, Santa Ana, CA, 519 South Santa Fe, Santa Ana, CA, 525 South Santa Fe, Santa Ana, CA and 527 South Santa Fe, Santa Ana, CA. These properties were transferred to Harold and Martin Pemstein in accordance with the Court order. Two of the properties are owned by Harold Pemstein and two of the properties are owned by Martin Pemstein. Pemma was the tenant under leases with respect to all six properties identified in the chart above.

6. On November 10, 2006, the Trustee filed a motion for authority to sell the Pomona Property, the real property in Riverside, California, and certain assets of Pemma (the "Sale Motion"). The notice of the Sale Motion was served on all parties in interest in the HMS and Pemma bankruptcy cases.

7. The hearing on the Sale Motion was held and concluded on December 6, 2006. Harold Pemstein was the successful bidder on the Pomona property and the Pemma assets. The successful bid for the Pemma assets was \$1,080,000. As part of the Pemma sale, the leases for the six properties identified in paragraph 4 above were assigned from Pemma to Harold Pemstein.

8. The Pemma sale, pursuant to the Court's order entered on December 21, 2006, was to close on January 5, 2007. Harold Pemstein refused to close on the Pemma sale unless the Trustee obtained court approval to credit the Stanley Pemstein claim of \$167,000 against the \$1,080,000 sale price. The Trustee sought and obtained that relief on an emergency basis. The escrow on the Pemma sale closed on January 17, 2007.

9. As set forth in the Pemma sale agreement and in the Pemma sale order, Harold Pemstein was responsible for certain operating expenses of Pemma that arose after the December 6, 2006 sale hearing. Despite the language in the sale order and sale agreement, Harold Pemstein has not paid certain operating expenses including the January rent for the Pomona Property. The Pemma estate paid the January rent for the Pomona Property and Harold Pemstein now owes the Pemma estate for that payment.

10. The successful bidder at the December 6th hearing for the Riverside property was Wanggi Investment. Consistent with the sale agreement and with the Court's order entered on December 21, 2006, the sale to Wanggi Investment has closed escrow. Harold Pemstein failed to pay Wanggi Investment the rent or security deposit for the Riverside property. The Pemma estate paid the rent and security deposit for the Riverside property and Harold Pemstein now owes the Pemma estate for those payments.

11. At the hearing on December 6th, Harold Pemstein was the successful bidder for the Pomona Property. The successful bid for the Pomona Property was \$890,000. On December 6, 2006, Harold Pemstein signed a contract for the purchase of the Pomona Property which provided for a deposit of \$25,000 and a closing date no later than January 5, 2007. A true and correct copy of the Pomona sale agreement is attached as Exhibit "A" to the Marshack Declaration.

12. The next highest bid for the Pomona Property was \$880,000 from Mr. and Mrs. Liu. Mr. and Mrs. Liu did not request to be approved as a back-up bidder. Immediately after the hearing, the Trustee returned to the Lius their deposit for the Pomona Property. As discussed herein, the Lius are now offering \$900,000 for the Pomona Property.

13. Immediately after the hearing on December 6th, the Trustee opened escrow at Real Escrow in Newport Beach, consistent with the sale agreement with Harold Pemstein.

14. On January 7, 2007, counsel for the Trustee sent a written notice of default to counsel for Harold Pemstein in connection with the sale transactions, including failure to tender the \$25,000 deposit for the Pomona Property. As of the date of this Motion, the \$25,000 deposit still has not been placed into escrow.

15. In an effort to preserve the sale of the Pomona Property to Harold Pemstein, the Trustee offered several extensions of time to close including a written agreement dated January 17, 2007. Harold Pemstein has not been able to comply with that agreement.

16. Separate from the extension agreement, the Trustee was advised in writing on January 22, 2007, by counsel for Harold Pemstein that the deal "probably cannot go through" unless Harold Pemstein received a credit of \$100,000 against the \$890,000 purchase price for the Pomona Property. The source of the \$100,000 credit was to be the anticipated surplus from the HMS estate that Harold Pemstein expected to receive.

1 17. Again in an effort to preserve the sale of the Pomona Property to Harold Pemstein, the Trustee
2 agreed that he would seek court approval of the \$100,000 credit upon certain conditions. On January 22, 2007, the
3 Trustee advised Harold Pemstein and his counsel by email that "funds must be in escrow. It must be the full funds
4 less the amount of the loan needed to close. You can get that number from Marlene Negrete. You must first tell her
5 the amount of the loan, the points and other costs. When she confirms she has the money less the agreed upon credit
6 I will then have my counsel work on the matter. Again, I must first have signed escrow instructions, loan
7 commitment and all funds less the funds needed to close deposited into escrow on or before Friday. We are not
8 stretching this out. Harold said he would fund and close by Friday the 26th. He needs to have all the above in
9 escrow by the 25th and then I will proceed. If not next week we file a motion to sell to someone else."¹

10 18. On January 25, 2007, the Trustee was advised in writing by counsel for Harold Pemstein that an
11 escrow had been opened with the proposed lender's escrow company and that escrow could close in "days".

12 19. Harold Pemstein has not complied with the extension agreement or the conditions required by the
13 Trustee to seek approval of any sale credit. Harold Pemstein attempted to open a new escrow at a new company
14 even though the Trustee had already opened an escrow consistent with the Pomona sale agreement. No escrow
15 instructions were signed. No loan documents were signed. No funds were deposited. The original purchase deposit
16 was not made.

17 20. When it became clear that Harold Pemstein could not perform, the Trustee contacted the agents for
18 Mr. and Mrs. Liu regarding a sale of the Pomona Property to them. Fortunately, they were willing to proceed with
19 the sale at a higher price than Harold Pemstein had offered at the December 6th sale hearing. Moreover, the Lius
20 offer will be an all cash offer and they are not concerned that the Pomona Property no longer is being sold with a
21 lease or tenant. In order to preserve this valuable opportunity for the estate, the Trustee filed the present Motion.

22 II.

23 THE PRESENT SALE MOTION

24 Richard A. Marshack, Chapter 11 Trustee brings this motion for order approving the sale of the Pomona
25 Property to Mr. and Mrs. Liu, subject to overbid, free and clear of certain liens. The Trustee negotiated the terms of
26 a sale of the Pomona Property with Mr. and Mrs. Liu and was able to get a higher purchase price than was offered
27 by any party at the December 6, 2006, sale hearing (i.e., \$900,000). Moreover, the Lius are not concerned that the
28 Pomona Property no longer has a lease associated with it.

Based on sound business purposes for the sale which will serve the best interests of the Estates and their
creditors, good cause exists to grant this Motion so that the Trustee does not lose this favorable business
opportunity.

A. Commencement of the Bankruptcy Cases and Appointment of a Chapter 11 Trustee

The Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on November 21,
2005 ("Petition Date"). Pursuant to that certain Order Approving Joint Administration; for Non-Allocation of
Professional Time entered on December 5, 2005, the Court ordered that the bankruptcy cases of Pemma and HMS
be jointly administered with the use of a single docket and all pleadings filed with the Court are to be filed in the
Pemma case.

Pursuant to that certain Order Granting Motion for Order Appointing Chapter 11 Trustee entered by on
May 26, 2006, the Court ordered that a Chapter 11 Trustee be appointed to the Pemma Estate and that an interim
trustee be appointed to the HMS Estate and if an order for relief is entered with respect to HMS, either by consent or
otherwise, the interim trustee shall automatically be appointed as the Chapter 11 Trustee of HMS, without need for
further notice or order. The Order for Relief with respect to HMS was entered by the Court on September 8, 2006,
effective as of June 8, 2006.

The Office of the United States Trustee has appointed Richard A. Marshack as the Chapter 11 Trustee for
the Pemma Estate and the HMS Estate.

¹ The Trustee never promised that the Bankruptcy Court would approve a credit of \$100,000
against the purchase price for the Pomona Property. In fact, the Trustee advised Mr.
Pemstein that it could be difficult to get approval of what is essentially an advance of a
equity surplus without paying other equity holders a similar amount and without paying
senior priority creditors in full. In any event, the Trustee did not have to seek court
approval because Mr. Pemstein failed to satisfy any of the conditions detailed by the
Trustee.

1 **B. Brief Description of the Debtors and Their Respective Business Operations**

2 **1. Pemma**

3 It appears that the shareholders of Pemma are Martin Pemstein, Harold Pemstein, Philip McMeans, Dana
4 Sherman, Debra Luca, Diana Pemstein, Wayland Wood and Robert Haiges.

5 It appears that Pemma was incorporated in 1982 as a successor to a previous family partnership which was
6 formed in 1979. For the past twenty-four years, Pemma has been engaged in the wholesale distribution of new, used
7 and remanufactured automobile transmission parts (automatic and standard shift) and does business under the
8 fictitious name of "California Transmission Products" commonly known throughout the industry as "CalTrans".
9 Pemma also purchases transmission cores and salvages usable parts or components for recondition and/or resale and
10 also completely rebuilds manual transmission units for resale.

11 On the Petition Date, Pemma had approximately fifty employees including administrative staff, machinists,
12 warehouse workers, customer service representatives and delivery personnel. Many of Pemma's employees have
13 worked for Pemma for more than fifteen years.

14 Pemma's principal place of business is warehouse space located in four adjoining buildings with
15 accompanying yards in Santa Ana California. Pemma also did business from locations in Sun Valley, Riverside,
16 Pomona and San Marcos. The following chart sets forth the real property leases to which the Pemma Debtor was a
17 party on the Petition Date:

<u>Property</u>	<u>Landlord</u>
515 South Santa Fe, Santa Ana, CA	HMS
519 South Santa Fe, Santa Ana, CA	HMS
525 South Santa Fe, Santa Ana, CA	HMS
527 South Santa Fe, Santa Ana, CA	Martin Pemstein as Nominee for HMS
8820 Lankershim Boulevard, Sun Valley, CA	Peck Road Investors
330-A South Pacific Street, San Marcos, CA	Betty M. Free dba Free Enterprises
631 East Monterey, Pomona, CA	HMS
723 West La Cadena, Riverside, CA	HMS

18 The real properties located at 515 South Santa Fe, Santa Ana, California, 519 South Santa Fe, Santa Ana,
19 California, 525 South Santa Fe, Santa Ana, California and 527 South Santa Fe, Santa Ana, California are referred to
20 herein collectively as the "Santa Ana Properties". Pursuant to a partition stipulation approved by the Court on
21 October 25, 2006, the Santa Ana Properties are to be transferred to Harold Pemstein and Martin Pemstein equally.
22 The Santa Ana Properties are not part of this Sale Motion.

23 **2. HMS**

24 The partners of HMS are Martin Pemstein and Harold Pemstein. HMS is real estate holding company with
25 no employees. Since 1980 HMS acquired six parcels of industrial real estate, all of which are leased to Pemma for
26 its business operations as set forth in the chart above.

27 **C. The Dissolution Action Prior to the Petition Date**

28 Prior to the Petition Date, in 1999, Harold Pemstein filed two actions in the Orange County Superior
Court, one for the involuntary dissolution of Pemma under California Corporations Code Section 1800 and one for
involuntary dissolution of HMS under the California Uniform Partnership Action of 1994. The two dissolution
actions were consolidated ("Dissolution Action"). After seven years of litigation, the state court entered a Statement
of Decision and Judgment in 2005 directing that both HMS and Pemma should be involuntarily dissolved
("Statement of Decision"). In the Statement of Decision, the state court found that individuals in control of the
Debtors - Martin Pemstein, Dana Sherman and Phillip McMeans - committed "abuses of authority", and
"unlawfully [took] control of Pemma"; further, Martin Pemstein engaged in transactions to which the court
"suspect[ed] fraud" and that Sherman acted in "bad faith". The Dissolution Judgment is currently under appeal.

These two cases involve a dispute between Martin Pemstein and Harold Pemstein. Shortly after his
appointment to the cases, the Trustee held numerous meetings with Martin Pemstein and Harold Pemstein and their
respective attorneys to try to resolve their disputes.

1 Martin Pemstein contends that he does not owe any damages to Harold Pemstein and believes that he is
2 only obligated to divide the real estate and the business equally. Harold Pemstein filed proofs of claim for damages
3 in excess of \$5,000,000 in the combined Estates. The Trustee has serious reservations about these insider claims
4 which are being resolved in part in the Partition Stipulation (defined and discussed below). Martin Pemstein's
5 attorney advised the Trustee that all damage claims asserted by Harold Pemstein against Martin Pemstein were
6 dismissed by the Orange County Superior Court. The brothers have legitimate disputes and the Trustee believes
7 there will not be a global settlement in the near future between Harold Pemstein and Martin Pemstein.

8 **D. The Pomona Property**

9 **1. Value**

10 In its Bankruptcy Schedule B, HMS valued the Pomona Property at \$830,000. The Pomona Property was
11 listed for sale by the Trustee at \$800,000. In connection with the original sale motion filed on November 10, 2006,
12 the Trustee intended to sell the Pomona Property to Mr. and Mrs. Liu for \$880,000 subject to overbids. At the sale
13 hearing on December 6, 2006, the Lius were overbid by Harold Pemstein who offered \$890,000. After Harold
14 Pemstein defaulted under the purchase agreement, the Trustee was able to negotiate a sale of the Pomona Property to
15 Mr. and Mrs. Liu for \$900,000, subject to overbids.

16 **2. Liens and Encumbrances**

17 The following chart sets forth the liens and encumbrances against the Pomona Property as described in
18 HMS's Bankruptcy Schedule D and the Trustee's proposed treatment of the liens and encumbrances through this
19 Sale Motion:

<u>Creditor/Interest Holder</u>	<u>Description</u>	<u>Estimated Amount Owing</u>	<u>Treatment Through the Sale</u>
Los Angeles County Tax Collector	Real property taxes	\$5,269.23	All outstanding real property taxes will be paid through escrow.
U.S. Bank	First trust deed	\$238,528.14	All amounts owing to U.S. Bank will be paid through escrow.

20 Other than outstanding real property taxes and the lien in favor of U.S. Bank, the Trustee is not aware of
21 liens or encumbrances against the Pomona Property. Nonetheless, the Trustee shall seek to the sell the Pomona
22 Property free and clear of liens, with liens and encumbrance not satisfied through the sale, if any, to attach to the
23 proceeds of the sale in the same validity and priority as prior to the closing of the sale, pending agreement with the
24 creditor or further court order.

25 **3. Offers to Purchase the Pomona Property**

26 The Trustee was authorized to employ Clarence Yoshikane and Tal Siglar to assist him in the marketing
27 and sale of the Pomona Property. The Pomona Property was actively marketed, which resulted in the original offer
28 from Clark W. Liu and Janet C. Liu for \$880,000. Clarence Yoshikane and Tal Siglar were also instrumental in
getting Mr. and Mrs. Liu to make another offer to purchase the Pomona Property after Harold Pemstein defaulted.
Through their efforts, the Trustee has an offer for \$900,000 which is not contingent on financing, or environmental
reports, or anything else other than Bankruptcy Court approval on an expedited basis. Moreover, the offer from the
Lius does not require that there be a tenant at the property.

The Trustee believes that the proposed sale of the Pomona Property to Mr. and Mrs. Liu for \$900,000 is in
the best interest of the estates.

E. Approval of the Sale Motion Serves the Best Interests of the Estates

Considering that the sale of the Pomona Property was already approved by the Court at the hearing on
December 6, 2006, and that Harold Pemstein was unable to consummate the purchase despite being the successful
bidder and despite being provided extensions of time to perform, and that the Trustee has been offered even more
for the asset, the Trustee believes the proposed sale of the Pomona Property to be in the best interest of the Estates
and that a proposed sale price of \$900,000, subject to overbids, is fair and reasonable under the circumstances of
these cases.

The Trustee asserts that the Pomona Property has been extensively marketed by respected and qualified
professionals, that a sound basis exists for selling this asset on the terms proposed, that the terms set forth in the sale
agreement were negotiated in detail with both parties represented by counsel, and that the proposed sale will serve
the best interest of the Estates and their creditors by generating funds to pay creditor claims and implement the

1 Trustee's strategy for a prompt resolution of these cases.

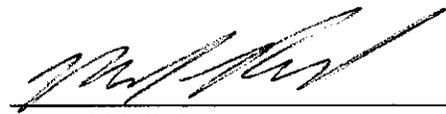
2 In summary, good cause exists to grant this Motion so that the Trustee does not lose this favorable business
3 opportunity.

4 For further information please see the **CHAPTER 11 TRUSTEE'S EMERGENCY MOTION FOR
5 ORDER APPROVING THE SALE OF REAL PROPERTY IN POMONA, CALIFORNIA, SUBJECT TO
6 OVERBID, FREE AND CLEAR OF CERTAIN LIENS** on file with the Clerk of the above-entitled Court which
7 may be reviewed on Monday through Friday from 9:00 A.M. to 4:00 P.M. A copy of the Sale Motion may be
8 obtained by written request to the Trustee's attorney at the address indicated above.

9 **PLEASE TAKE FURTHER NOTICE**, that objections, if any, shall be filed with the Clerk of the above
10 Court and a copy served upon Shulman Hodges & Bastian LLP to the attention of Mark Bradshaw, 26632 Towne
11 Centre Drive, Suite 300, Foothill Ranch, California 92610 and the Office of the United States Trustee, Ronald
12 Reagan Federal Building and United States Courthouse, 411 West Fourth Street, #9041, Santa Ana, California
13 92701-8000 at the time of the hearing.

14 Dated: January 26, 2007

SHULMAN HODGES & BASTIAN LLP

15
16
17
18
19
20
21
22
23
24
25
26
27
28


Leonard M. Shulman
Mark Bradshaw
Attorneys for Richard A. Marshack
Chapter 11 Trustee for the bankruptcy estates of
The Pemma Corporation, a California corporation and
HMS Holding Co., a General Partnership