

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Michael J. Weiland, State Bar No. 96672 mweiland@lwgflp.com Beth E. Gaschen, State Bar No. 245894 bgaschen@lwgflp.com LOBEL WEILAND GOLDEN FRIEDMAN LLP 650 Town Center Drive, Suite 950 Costa Mesa, California 92626 Telephone: (714) 966-1000 Facsimile: (714) 966-1002</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 7 Trustee Jeffrey I. Golden</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

<p>In re: JAYAMPATH P. DHARMASURIYA,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:09-28606-DS CHAPTER: 7</p> <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<p><b>Sale Date:</b> 01/26/2016</p>	<p><b>Time:</b> 10:30 am</p>
<p><b>Location:</b> Courtroom 1339, United States Bankruptcy Court, 255 East Temple Street, Los Angeles, CA 90012</p>	

**Type of Sale:**  Public  Private      **Last date to file objections:** 01/12/2016

**Description of property to be sold:**

All right, title and interest of the Estate, if any, in: (1) the real property located at 14700 Hawthorne Boulevard; 4338 and 4348 West 147th Street, Lawndale, California 90260 (APNs: 4077-021-036, 4077-021-007 and 4077-021-006) (the "Real Property"); and (2) certain personal property located upon the Real Property (the "Personal Property" and together with the Real Property, the "Property").

**Terms and conditions of sale:** Sale is "as is, where is," and free and clear of liens and interests pursuant to 11 U.S.C. Sections 363(b) and (f) and subject to Bankruptcy Court approval and overbids.

**Proposed sale price:** \$ 1,340,000.00

**Overbid procedure (if any):** Please see attached description of overbid procedures.

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

January 26, 2016, at 10:30 a.m.  
Courtroom 1339, United States Bankruptcy Court  
255 E. Temple Street, Los Angeles, CA 90012

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Michael J. Weiland, Esq.  
LOBEL WEILAND GOLDEN FRIEDMAN LLP  
650 Town Center Drive, Suite 950  
Costa Mesa, California 92626  
Telephone: (714) 966-1000  
Facsimile: (714) 966-1002

Date: 01/05/2016

**PROPOSED OVERBID PROCEDURE:**

The Trustee proposes and requests approval of the following overbid procedures to maximize the value of the Estate's interest in the Property:

1. Only a qualified bidder ("Qualified Bidder") may bid on the Property. The person identified in the Motion as the "Buyer" will be deemed to be a Qualified Bidder. The Trustee will determine whether any other prospective purchaser is a Qualified Bidder. In order to be considered a Qualified Bidder, a prospective purchaser must: (a) deliver to the Trustee, in care of the Trustee's legal counsel at the address set forth at the end of this paragraph, by no later **4:00 p.m. on January 25, 2016** (the "Qualification Deadline"):

(1) a non-contingent written offer to purchase the Property on an all-cash basis (with the bidder's performance subject only to entry of a Bankruptcy Court order approving the sale as a sale free of liens and interests pursuant to 11 U.S.C. § 363(b) and (f)) for a purchase price of not less than \$1,345,000.00, with terms no less favorable to the Estate than those set forth in the Sale and Settlement Agreement attached to the Motion as Exhibit 1;

(2) evidence satisfactory to the Trustee of the prospective purchaser's financial ability to close escrow within 15 days following the entry of the Bankruptcy Court's order approving the sale; and (3) a cashier's check made payable to First American Title Insurance Company Commercial Escrow Division, in the amount of \$200,000.00, or such lesser amount as Trustee, in Trustee's sole discretion, agrees to accept (the "Bidding Deposit").

However, to the extent a bidder who does not meet the Qualification Deadline appears at the hearing on the Motion, and would otherwise have been considered a Qualified Bidder, such bidder, at the discretion of the Trustee or the Bankruptcy Court, will be allowed to bid at the hearing. The Trustee's legal counsel for such purposes is identified as follows:

LOBEL WEILAND GOLDEN FRIEDMAN LLP  
Attention: Michael J. Weiland, Esq.  
Attention: Beth E. Gaschen, Esq.  
650 Town Center Drive, Suite 950  
Costa Mesa, California 92626

2. An auction sale of the Property will be conducted at the hearing on the Motion. Only Qualified Bidders, including the person specifically identified in the Motion

Lobel Weiland Golden Friedman LLP  
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Costa Mesa, California 92626  
Tel 714-966-1000 Fax 714-966-1002

1 as the Buyer, will be allowed to bid. Each incremental bid at the auction must be at least  
2 \$1,000.00 higher than the prior bid, with the Trustee valuing each competing bid from the  
3 perspective of the Estate, including taking into account the various factors identified in the  
4 Sale and Settlement Agreement (for example, the Brokerage Commission payable by  
5 Seller upon the Closing would be less if there is no Buyer's Broker involved in the Sale  
6 than if a Buyer's Broker is involved in the Sale).

7 3. Upon the conclusion of the auction, the Trustee and Gunatilake will decide  
8 which bid is the best bid (the "Successful Bid"). The bidder who made the Successful Bid  
9 (the "Successful Bidder") must pay, as the purchase price for the Property, the amount of  
10 the Successful Bid (receiving credit for its Bidding Deposit), and all closing costs payable  
11 by the purchaser, upon the close of escrow for the sale. If the sale of the Property to the  
12 Successful Bidder fails to occur by reason of any failure of performance, breach or default  
13 by the Successful Bidder, then the Successful Bidder's Bidding Deposit will be forfeited to  
14 the Trustee and Gunatilake as liquidated damages.

15 4. Upon the conclusion of the auction, the Trustee and Gunatilake may also  
16 decide which bid is the second best bid (the "Back-Up Bid"). If the Successful Bidder fails  
17 to close escrow on the sale of the Property, then the Trustee may sell the Property to the  
18 Qualified Bidder who submitted the Back-Up Bid (the "Back-Up Bidder") without further  
19 court order, in which event the Back-Up Bidder must pay, as the purchase price for the  
20 Property, the amount of the Back-Up Bid, (receiving credit for its Bidding Deposit), and all  
21 closing costs payable by the purchaser, upon the close of escrow for the sale. If the sale  
22 of the Property to the Back-Up Bidder fails to occur as a result of a failure of performance,  
23 breach or default by the Back-Up Bidder, then the Back-Up Bidder's Bidding Deposit will  
24 be forfeited to the Trustee and Gunatilake as liquidated damages.

25 5. Upon the conclusion of the auction, any Bidding Deposits, other than the  
26 Bidding Deposits submitted by the Successful Bidder and any Back-Up Bidder designated  
27 by the Trustee or the Bankruptcy Court, will be promptly returned. If the Property is sold  
28 to the Successful Bidder, then the Bidding Deposit by the Back-Up Bidder will be returned

1 promptly following the Closing, or if the Successful Bidder fails to purchase the Property  
2 and the Property is sold instead to the Back-Up Bidder, then the Bidding Deposit by the  
3 Back-Up Bidder will be applied to the Back-Up Bidder's payment of the Purchase Price.

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**Lobel Weiland Golden Friedman LLP**  
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Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Michael J. Weiland, State Bar No. 96672 mweiland@lwgflp.com Beth E. Gaschen, State Bar No. 245894 bgaschen@lwgflp.com LOBEL WEILAND GOLDEN FRIEDMAN LLP 650 Town Center Drive, Suite 950 Costa Mesa, California 92626 Telephone: (714) 966-1000 Facsimile: (714) 966-1002  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 7 Trustee Jeffrey I. Golden	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</b>	
In re:  JAYAMPATH P. DHARMASURIYA,          Debtor(s).	CASE NO.: 2:09-bk-28606-DS CHAPTER: 7  <b>NOTICE OF MOTION FOR:</b> ORDER: (1) AUTHORIZING SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS; (2) APPROVING OVERBID PROCEDURES; (3) APPROVING BUYER, SUCCESSFUL BIDDER, AND BACK-UP BIDDER AS GOOD FAITH PURCHASER; (4) AUTHORIZING PAYMENT OF UNDISPUTED LIENS, COMMISSIONS AND COSTS; AND (5) APPROVING COMPROMISE OF CONTROVERSY  <b>(Specify name of Motion)</b>  DATE: 01/26/2016 TIME: 10:30 am COURTROOM: 1339 PLACE: 255 East Temple Street Los Angeles, CA 90012

1. TO (specify name): ALL INTERESTED PARTIES
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached ~~Motion and accompanying documents~~. SUMMARY OF THE MOTION. A COMPLETE COPY OF THE MOTION MAY BE OBTAINED FROM THE CLERK OF THE COURT OR BY CONTACTING COUNSEL FOR THE TRUSTEE.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 01/05/2016

LOBEL WEILAND GOLDEN FRIEDMAN LLP  
Printed name of law firm

  
\_\_\_\_\_  
Signature

Michael J. Weiland  
Printed name of attorney

Lobel Weiland, Golden Friedman LLP  
650 Town Center Drive, Suite 950  
Costa Mesa, California 92626  
Tel 714-966-1000 Fax 714-966-1002

**SUMMARY OF THE MOTION:**

Jeffrey I. Golden, the chapter 7 trustee (the "Trustee") of the estate (the "Estate") of Jayampath P. Dharmasuriya (the "Debtor"), has filed the *Motion for Order: (1) Authorizing Sale of Real Property Free and Clear of Liens, Claims, and Interests Pursuant to 11 U.S.C. § 363(b) and (f); (2) Approving Overbid Procedures; (3) Approving Buyer, Successful Bidder, and Back-up Bidder as Good-Faith Purchasers Pursuant to 11 U.S.C. § 363(m); (4) Authorizing Payment of Undisputed Liens, Real Estate Broker's Commissions, and Other Ordinary Costs of Sale; and (5) Approving Compromise of Controversy Pursuant to Federal Rule of Bankruptcy Procedure 9019* (the "Motion").<sup>1</sup> The Motion is summarized as follows:

1. Trustee seeks Bankruptcy Court approval of the sale of all rights, titles and interests of Gunatilake, Trustee and the Estate, if any, in and to the Property, which consists of the following:

- a. The Real Property, which is located at 14700 Hawthorne Boulevard and 4338 and 4348 West 147<sup>th</sup> Street, Lawndale, California 90260 (Assessor's Parcel Nos. 4077-021-036, 4077-021-006 and 4077-021-007); and
- b. The Personal Property, which consists of all subdivision maps, permits, licenses, and zoning variances appurtenant to the Real Property, and all equipment, parts and supplies, owned by Seller or the Estate, located upon the Real Property, and used exclusively in connection with the management, operation, maintenance, repair and leasing of the Real Property;

and the settlement of certain disputes and releases of certain claims with the proposed purchaser and an affiliate relating to their occupancy and alleged prior lease of a portion of the Property. Record title is vested in Sarath Gunatilake and Hemanthi Gunatilake, husband and wife (together, "Gunatilake"), but pursuant to a previous Bankruptcy Court approved agreement among Trustee, Gunatilake and the Debtor, the net proceeds from the sale will be distributed 50% to Trustee and the Estate, and 50% to Gunatilake.

2. More specifically, Trustee seeks approval of: (a) an Agreement for Purchase and Sale of Real Property, Settlement of Certain Disputes, Release of Certain Claims and Joint Escrow Instructions, dated December 8, 2015 ("Sale and Settlement Agreement"), a copy of which is attached to the Motion as Exhibit 1, between Gunatilake and Trustee (collectively; "Seller"), as the seller of the Property and parties to the settlement, Paul Lynch, D.M.V. ("Buyer"), as the proposed purchaser of the Property and a party to the Settlement, and Lawndale Pet Hospital, Inc., a California corporation and affiliate of Buyer ("Lawndale"), as a party to the settlement; (b) the sale to Buyer (or Buyer's Designee), subject to overbidding, of the Estate's interest in a commercial office building located in Lawndale, California, and certain related personal property, strictly "as is" and "with all faults", without warranty or representation by Seller, free and clear of liens and interests (except for the Permitted Title Exceptions and certain other Liens expressly permitted pursuant to the terms of the Sale and Settlement Agreement) pursuant to 11 U.S.C. §363(b) and (f), for an all cash sale price of \$1,340,000.00, or any higher price that results from overbidding (the "Sale"); and (c) the settlement of certain disputes and release of certain claims (the "Settlement") relating to the occupancy and alleged prior lease by Buyer and Lawndale (collectively, "Tenant") as the joint occupants of a portion of the Property located on the first floor and the "mezzanine" second floor (the "Premises"), but

<sup>1</sup> Any term not specifically defined herein shall have the meaning set forth in the Motion.

Lobel Weiland Golden Friedman LLP  
650 Town Center Drive, Suite 950  
Costa Mesa, California 92626  
Tel 714-966-1000 Fax 714-966-1002

1 not the upper-most floor (the "Third Floor"), of an office building located within the  
2 Property (the "Building").

3 3. The Trustee filed an application ("Broker Application") with the Bankruptcy  
4 Court on May 20, 2015, a copy of which is attached to the Motion as Exhibit 6, to employ  
5 Marcus & Millichap Real Estate Investment Services, Inc., Barry Gordon, First Vice  
6 President of Investments, and Maurius Jeffery, Senior Associate (collectively, "Seller's  
7 Broker"), in accordance with the terms of a written and executed listing agreement  
8 ("Listing Agreement") attached thereto, to market the Property for sale. [Docket No. 825].  
9 The Broker Application and attached Listing Agreement were approved by the Bankruptcy  
10 Court pursuant to an order ("Broker Order") entered June 16, 2015, [Docket No. 832].  
11 The Broker Application, the Listing Agreement and the Broker Order provide for the  
12 payment to Buyer's Broker, if any, as such term is defined in the Listing Agreement, and  
13 Seller's Broker, of a Brokerage Commission, if the Property is sold in accordance with the  
14 Listing Agreement. Buyer is represented by a Buyer's Broker, as identified in the Sale and  
15 Settlement Agreement, in connection with the proposed Sale of the Property to Buyer.

16 4. Buyer (Paul Lynch, D.V.M., whose address is 14700 South Hawthorne  
17 Boulevard, Lawndale, California 90260), offered to purchase the Property in its present  
18 condition, with full knowledge and understanding of the structural, roof, plumbing,  
19 electrical, mechanical, code compliance, and other issues and concerns affecting the  
20 Building and the Property, strictly "as is" and "with all faults", and Seller (Trustee and  
21 Gunatilake) accepted that offer, subject to overbidding and conditional upon Bankruptcy  
22 Court approval of the Sale, not only because Buyer submitted the highest purchase offer  
23 received prior to the filing of this Motion, but also, because Buyer will be assuming all  
24 responsibility regarding the Property and its deficiencies, and will be releasing Gunatilake,  
25 Trustee and the Estate of any and all related Claims, including any Claims arising at any  
26 time prior to the Closing. The salient terms of the Sale and Settlement Agreement are as  
27 follows:

- 28 a. The Sale and Settlement are subject to Bankruptcy Court Approval;
- b. Buyer and Lawndale are obligated to seek such approval;
- c. The Sale is subject to overbid by other Qualified Bidders;
- d. The Sale and conveyance of the Property is free and clear of liens and interests pursuant to 11 U.S.C. § 363(b) and (f);
- e. The Sale and conveyance of the Property is "as is" and "with all faults", and without warranty or representation by Seller;
- f. The purchase price (the "Purchase Price") is \$1,340,000.00, or any higher purchase price that results from any overbidding;
- g. The Buyer will make (and in fact, has already deposited with the Trustee) an initial cash deposit ("Initial Deposit") in the amount of \$200,000.00;
- h. The Initial Deposit is non-refundable except as provided in the Agreement, and is subject to forfeiture to the Seller as "Liquidated Damages" if Buyer breaches its obligation to seek Bankruptcy Court approval of the Agreement or if the Closing otherwise fails to occur by reason of a Default by Buyer;

Lobel Weiland Golden Friedland LLP  
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- 1 i. Effective as of the Closing, Seller will assign and delegate to the  
 2 successful bidder, and the successful bidder will assume and accept  
 3 from Seller, any and all rights, titles, interests, claims, duties,  
 4 obligations and liabilities of the landlord under the Leases, including  
 5 the Disputed Lease to the extent, if any, it is in effect; with the issue of  
 6 the validity and enforceability of the Disputed Lease and alleged  
 7 extension or renewal option being reserved for later litigation or  
 8 consensual resolution as among the successful bidder and the  
 9 Tenant (i.e., Buyer and Lawndale), thereby relieving Trustee, the  
 10 Estate and Gunatilake from any related obligation, responsibility or  
 11 liability;
- 12 j. The Lawsuit will be stayed, and within three (3) Business Days of the  
 13 Approval Date, the Buyer and Lawndale will cause the Lawsuit to be  
 14 dismissed, with prejudice, and the associated Lis Pendens against  
 15 the Property to be expunged, with each party to the Lawsuit bearing  
 16 its own attorneys' fees and costs incurred in connection therewith;  
 17 and
- 18 k. The releases of Buyer's Claims and releases Seller's Claims will be  
 19 effective as set forth in the Sale and Settlement Agreement.

20 The complete terms of the Sale and the Settlement are set forth in the Sale and  
 21 Settlement Agreement, a copy of which is attached to the Motion as Exhibit 1.

22 5. The Trustee seeks to sell the Property free and clear of any and all liens,  
 23 claims, and interests, other than the Permitted Title Exceptions and any other Liens  
 24 expressly approved pursuant to the Sale and Settlement Agreement. According to the  
 25 preliminary title report prepared by First American Title Insurance Company dated  
 26 June 25, 2015 and updated on November 10, 2015 (the "Title Report"), a copy of which is  
 27 attached to the Motion as Exhibit 7, the following liens have been recorded against the  
 28 Real Property:

Recording Date	Lien Holder	Type of Encumbrance	Document Number	Lien Amount
11/22/2000	Mark A. Hooper, a married man.	Deed of Trust	00-1830336	\$630,000.00
4/10/2014	The beneficial interest under the deed of trust was assigned to Michael Krippendorf and Cynthia Krippendorf, Trustees of The Krippendorf Family Trust U/A/D July 24, 2003, an undivided 11/24ths interest; to H. Allen Hopper, Trustee of The H. Allen Hooper Trust, dated February 27, 1980, an undivided 11/24ths interest; and to Morris A. Hooper, Jr., a married man as his sole and separate property, an undivided 2/24ths interest (the "Lien")	Assignment of deed of trust	20140366179	

Lobel Weiland Golden Friedman LLP  
650 Town Center Drive, Suite 950  
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Recording Date	Lien Holder	Type of Encumbrance	Document Number	Lien Amount
10/22/15	Paul Lynch, D.V.M., an individual; and Lawndale Pet Hospital, Inc., a California corporation	Lis Pendens	15-1297165	

6. As noted above, the Lis Pendens was subsequently withdrawn by Dr. Lynch and his counsel. Pursuant to the Sale and Settlement Agreement, and assuming that there are no disputed charges in the payoff amount, the Trustee is proposing to pay the Lien through escrow. The Trustee is requesting the payoff amount. As set forth above, the Lawsuit will be dismissed with prejudice upon the Court's approval of the Settlement.

7. Pursuant to the Sale and Settlement Agreement, real property taxes and assessments are to be prorated between the Seller and the Buyer through escrow as of the closing. According to the Title Report, certain taxes for fiscal year 2014-2015 are open, and taxes for fiscal year 2013-2014 are unpaid. The amounts to redeem the defaulted taxes through December 2015 are \$20,518.27, \$8,222.28 and \$8,222.49.

8. The Trustee reserves the right to object to all or any portion of each and every claim or encumbrance that has or will be asserted against the Property, including the above referenced first (senior) deed of trust lien.

9. The Trustee proposes and requests approval of the following bidding procedures to maximize the value of the Estate's interest in the Property:

a. Only a qualified bidder ("Qualified Bidder") may bid on the Property. The person identified in this Motion as the "Buyer" will be deemed to be a Qualified Bidder. The Trustee will determine whether any other prospective purchaser is a Qualified Bidder. In order to be considered a Qualified Bidder, a prospective purchaser must: (a) deliver to the Trustee, in care of the Trustee's legal counsel at the address set forth at the end of this paragraph, by no later **4:00 p.m. on January 25, 2016** (the "Qualification Deadline"): (1) a non-contingent written offer to purchase the Property on an all-cash basis (with the bidder's performance subject only to entry of a Bankruptcy Court order approving the sale as a sale free of liens and interests pursuant to 11 U.S.C. § 363(b) and (f) for a purchase price of not less than \$1,345,000.00, with terms no less favorable to the Estate than those set forth in the Sale and Settlement Agreement attached as Exhibit 1; (2) evidence satisfactory to the Trustee of the prospective purchaser's financial ability to close escrow within 15 days following the entry of the Bankruptcy Court's order approving the sale; and (3) a cashier's check made payable to First American Title Insurance Company Commercial Escrow Division, in the amount of \$200,000.00, or such lesser amount as Trustee, in Trustee's sole discretion, agrees to accept (the "Bidding Deposit"). However, to the extent a bidder who does not meet the Qualification Deadline appears at the hearing on this Motion, and would otherwise have been considered a Qualified Bidder, such bidder, at the discretion of the Trustee or the Bankruptcy Court, will be allowed to bid at the hearing. The Trustee's legal counsel for such purposes is identified as follows:

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1  
2 LOBEL WEILAND GOLDEN FRIEDMAN LLP  
3 Attention: Michael J. Weiland, Esq.  
4 Attention: Beth E. Gaschen, Esq.  
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7 b. An auction sale of the Property will be conducted at the hearing on  
8 this Motion. Only Qualified Bidders, including the person specifically identified in  
9 this Motion as the Buyer, will be allowed to bid. Each incremental bid at the auction  
10 must be at least \$1,000.00 higher than the prior bid, with the Trustee valuing each  
11 competing bid from the perspective of the Estate, including taking into account the  
12 various factors identified in the Sale and Settlement Agreement (for example, the  
13 Brokerage Commission payable by Seller upon the Closing would be less if there is  
14 no Buyer's Broker involved in the Sale than if a Buyer's Broker is involved in the  
15 Sale).

16 c. Upon the conclusion of the auction, the Trustee and Gunatilake will  
17 decide which bid is the best bid (the "Successful Bid"). The bidder who made the  
18 Successful Bid (the "Successful Bidder") must pay, as the purchase price for the  
19 Property, the amount of the Successful Bid (receiving credit for its Bidding Deposit),  
20 and all closing costs payable by the purchaser, upon the close of escrow for the  
21 sale. If the sale of the Property to the Successful Bidder fails to occur by reason of  
22 any failure of performance, breach or default by the Successful Bidder, then the  
23 Successful Bidder's Bidding Deposit will be forfeited to the Trustee and Gunatilake  
24 as liquidated damages.

25 d. Upon the conclusion of the auction, the Trustee and Gunatilake may  
26 also decide which bid is the second best bid (the "Back-Up Bid"). If the Successful  
27 Bidder fails to close escrow on the sale of the Property, then the Trustee may sell  
28 the Property to the Qualified Bidder who submitted the Back-Up Bid (the "Back-Up  
Bidder") without further court order, in which event the Back-Up Bidder must pay,  
as the purchase price for the Property, the amount of the Back-Up Bid, (receiving  
credit for its Bidding Deposit), and all closing costs payable by the purchaser, upon  
the close of escrow for the sale. If the sale of the Property to the Back-Up Bidder  
fails to occur as a result of a failure of performance, breach or default by the Back-  
Up Bidder, then the Back-Up Bidder's Bidding Deposit will be forfeited to the  
Trustee and Gunatilake as liquidated damages.

e. Upon the conclusion of the auction, any Bidding Deposits, other than  
the Bidding Deposits submitted by the Successful Bidder and any Back-Up Bidder  
designated by the Trustee or the Bankruptcy Court, will be promptly returned. If the  
Property is sold to the Successful Bidder, then the Bidding Deposit by the Back-Up  
Bidder will be returned promptly following the Closing, or if the Successful Bidder  
fails to purchase the Property and the Property is sold instead to the Back-Up  
Bidder, then the Bidding Deposit by the Back-Up Bidder will be applied to the Back-  
Up Bidder's payment of the Purchase Price.

10. The Trustee seeks an order approving in their entirety the Sale and  
Settlement Agreement, the Sale of the Property to the successful bidder pursuant to that  
Agreement, including pursuant to 11 U.S.C. §363(b) and (f), and the releases of Claims  
set forth in that Agreement, including as a compromise of claims pursuant to Federal Rule  
of Bankruptcy Procedure 9019(a). The sale and conveyance of the Property will be  
strictly "as is", "where is", without warranty or representation by Seller, and pursuant to  
11 U.S.C. § 363(b) and (f), free and clear of any and all liens and interests, including free

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1 and clear of the Lien and the Lis Pendens, but subject to the Permitted Title Exceptions as  
2 such term is defined in the Sale and Settlement Agreement.

3 11. The Trustee seeks authority to pay the Broker's commission. Whether the  
4 Property is sold to the Buyer or a successful overbidder, the broker commission will be as  
5 set forth in Section 2.7 of the Listing Agreement attached to the Broker Application. The  
6 Broker performed a very valuable service for the Estate by extensively marketing,  
7 establishing the value of the Property, and obtaining multiple competing offers for the  
8 Property.

9 12. To the extent there is any tax liability to the Estate from the sale, the Trustee  
10 is authorized to pay such taxes from the Estate's portion of the Net Sales Proceeds.

11 13. The Trustee estimates that the Sale would generate approximately  
12 \$570,000.00 of net proceeds, which would be distributed 50% to Gunatilake and 50% to  
13 the Trustee and the Estate, resulting in approximately \$285,000.00 of cash for the benefit  
14 of the Estate.<sup>2</sup>

15 14. The Trustee proposed a competing offer procedure to ensure the sale yields  
16 the highest and best value for the Estate. Accordingly, the Trustee believes that the  
17 proposed sale is fair and reasonable, in the best interest of the Estate and within the  
18 proper exercise of his business judgment.

19 15. The Trustee believes that the Sale and the Settlement are in the best  
20 interest of the Estate and its creditors because of the avoidance of litigation costs, the  
21 elimination of potential liability, and the Sale of the Property through a publicly noticed  
22 auction process to the highest bidder for a reasonable and fair price. Based on the  
23 foregoing, entering into the Sale, Settlement, and Sale and Settlement Agreement, on  
24 behalf of the Estate, is a valid exercise of Trustee's reasonable business judgment. The  
25 compromise was entered into in good faith and was negotiated at arms' length.

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28 <sup>2</sup> There are past due property taxes in the approximate amounts of \$20,518.27, \$8,222.28 and  
\$8,222.49. The Trustee has not yet received a payoff demand from the lienholder.

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

650 Town Center Drive, Suite 950, Costa Mesa, California 92626

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF MOTION FOR: ORDER: (1) AUTHORIZING SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS; (2) APPROVING OVERBID PROCEDURES; (3) APPROVING BUYER, SUCCESSFUL BIDDER AND BACK-UP BIDDER AS GOOD FAITH PURCHASER; (4) AUTHORIZING PAYMENT OF UNDISPUTED LIENS, COMMISSIONS AND COSTS; AND (5) APPROVING COMPROMISE OF CONTROVERSY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **January 5, 2016**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) **January 5, 2016**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **January 5, 2016**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Deborah Saltzman, 255 E. Temple Street, Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

January 5, 2016

*Date*

Kelly Adele

*Printed Name*

*/s/ Kelly Adele*

*Signature*

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

IN RE **JAYAMPATH P. DHARMASURIYA**  
CASE No: 2:09-bk-28606-PC  
REVISED: October 9, 2014 (LF)

**MASTER CREDITORS' SERVICE LIST**

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JAYAMPATH P DHARMASURIYA 29315 STADIA HILL LANE RANCHO PALOS VERDES CA 90275 <b>DEBTOR</b>	M JONATHAN HAYES SIMON RESNIK HAYES LLP 15233 VENTURA BLVD STE 250 SHERMAN OAKS CA 91403-2204 <b>COUNSEL FOR DEBTOR TERMINATED 4/12/12</b>	M JONATHAN HAYES SIMON RESNICK 15233 VENTURA BLVD, STE 250 SHERMAN OAKS, CA 91403
WILLIAM H BROWNSTEIN 12150 6TH STREET STE 205 SANTA MONICA CA 90401-1637 <b>COUNSEL FOR DEBTOR MAIL RETURNED 10/30/12</b>	WILLIAM H BROWNSTEIN 12301 WILSHIRE BLVD, STE 500 LOS ANGELES, CA 90025 <b>COUNSEL FOR DEBTOR</b>	ROBERT S ALTAGEN LAW OFFICES OF ROBERT S ALTAGEN 1111 CORPORATE CENTER DR #201 MONTEREY PARK CA 91754 <b>COUNSEL FOR DEBTOR</b>
JAYNE T. KAPLAN 215 N. MARENGO AVE., 3 <sup>RD</sup> FLOOR PASADENA, CA 91101	GREENPOINT MORTGAGE FUNDING, INC. ATTN: PRESIDENT 33 SAN PABLO AVENUE SAN RAFAEL, CA 94903	JAYANI MANIKKAGE 1605 REDONDO BEACH BLVD. GARDENA, CA 90247
ABA BARRANTES C/O JOHN CLARK BROWN JR 2610 1/2 ABBOT KINNEY BLVD VENICE, CA 90291	AFFINITY BANK 11601 WILSHIRE BLVD LOS ANGELES CA 90025 <b>MAIL RETURNED 12/10/11</b>	ALAN F BROIDY 1925 CENTURY PARK E 17TH FL LOS ANGELES, CA 90067
ALEXANDRA JUNG TRUSTEE OF THE GEORGE SAGEBARTH LIVING TRUST 23920 ANZA #224 TORRANCE CA 90505 <b>MAIL RETURNED 3/29/12</b>	ALYCE JACKSON 4207 DON ORTEGA PLACE LOS ANGELES CA 90008 <b>MAIL RETURNED 11/11/11</b>	AMERICAN EXPRESS CENTURION BANK PO BOX 3001 MALVERN PA 19355-0701
AMERICAN EXPRESS PO BOX 981537 EL PASO TX 79998	AMERICAN INFOSOURCE LP AS AGENT FOR FIA CARD SERVICES NA/BANK OF AMERICA PO BOX 248809 OKLAHOMA CITY OK 73124-8809	ANDREW HOLDINGS INC C/O JAYNE T KAPLAN 215 N. MARENGO AVE., 3RD FLOOR PASADENA, CA 91101
ANDREW HOLDING INC C/O FISCHER, ZISBLATT & KISS, LLP ATTN: JOHN FISCHER 1901 AVE OF THE STARS, STE 1020 LOS ANGELES, CA 90067	ANIL AND MANEL PEIRIS 9838 HORLEY AVE DOWNEY CA 90240	AURORA LOAN SERVICES LLC IT ASSIGNEES AND/OR SUCCESSORS
AURORA LOAN SERVICES 10350 PARK MEADOWS DRIVE LITTLETON CA 80124	BAC HOME LNS LP/CTRY 450 AMERICAN ST SIMI VALLEY CA 93065	BANK OF AMERICA NA SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING LP ITS ASSIGNEES AND/OR SUCCESSORS C/O MCCARTHY & HOLTHUS LLP 1770 FOURTH AVENUE SAN DIEGO CA 92101
BANK OF AMERICA NA 400 NATIONAL WAY MAIL STOP CA6-919-01-23 SIMI VALLEY CA 93065	BANK OF AMERICA NA 7105 CORPORATE DRIVE MAIL STOP TX2-982-03-03 PLANO TX 75024	BANK OF AMERICA NA ROUTH CRABTREE OLSEN PS 1241 E DYER ROAD STE 250 SANTA ANA CA 92705-5611

Weiland, Golden,  
Wang Ekvall & Strook, LLP  
650 TOWN CENTER DRIVE, SUITE 850  
COSTA MESA, CA 92626  
TELEPHONE 714-966-1000

Weiland, Golden,  
 Wang Ekvall & Strok, LLP  
 650 TOWN CENTER DRIVE, SUITE 950  
 COSTA MESA, CA 92626  
 TELEPHONE 714-966-1000

1	BANK OF AMERICA 1100 N KING STREET WILMINGTON DE 19884-0011	BANK OF AMERICA 4060 OGLETOWN/STANTON RD DE5-019-03-07 NEWARK DE 19713 MAIL RETURNED 12/11/11	BANK OF AMERICA PO BOX 515503 LOS ANGELES CA 90051-6803
2			
3	BANK OF AMERICA PO BOX 60875 LOS ANGELES CA 90060 MAIL RETURNED 8/21/12	BANK OF AMERICA PO BOX 9000 GETZVILLE NY 14068 MAIL RETURNED 11/3/14 FORWARDED TO NEW ADDRESS	BERNELL HARBERT 1913 CRESTWOOD STREET RANCHO PALOS VERDES CA 90275 MAIL RETURNED 3/1/13
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6	CHASE HOME FINANCIAL PO BOX 24696 COLUMBUS OH 43224	CHASE HOME FINANCIAL PO BOX 78420 PHOENIX AZ 85062	CITI MORTGAGE PO BOX 6006 THE LAKES NV 88901-6006 MAIL RETURNED 12/17/13
7			
8	CITIBUSINESS PO BOX 6415 THE LAKES NV 88901-6415 MAIL RETURNED 12/10/11	CITIMORTGAGE INC ITS ASSIGNNESS AND/OR SUC C/O MCCARTHY & HOLTHUS LLP 1770 FOURTH AVENUE SAN DIEGO CA 92101-2607	CITIMORTGAGE INC ATTENTION JACKIE ALLISON BANKRUPTCY SPECIALIST PO BOX 140609 IRVING TX 75019-0609 MAIL RETURNED 9/17/12
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11	CITIMORTGAGE INC P O BOX 6941 THE LAKES NV 88901-6941 MAIL RETURNED 12/17/13	CITIMORTGAGE INC PO BOX 689196 DES MOINES IA 50368-9196	CITIMORTGAGE PO BOX 9438 DEPT 0251 GAITHERSBURG MD 20898-9438 MAIL RETURNED 12/13/11
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13	CITY NATIONAL BANK	COMMUNITY COMMERCE 5444 OLYMPIC BLVD COMMERCE CA 90022 MAIL RETURNED 11/26/11	CONSOLIDATED DISPOSAL SERVICE LLC 12949 TELEGRAPH ROAD SANTA FE SPRINGS CA 90670
14			
15	CORPORATE HEADQUARTERS ATTN PRESIDENT EAST WEST BANK 135 N LOS ROBLES AVE 7TH FL PASADENA CA 91101	COUNTY OF LOS ANGELES C/O BARRY S GLASER ESQ STECKBAUER WEINHARD JAFFE LLP 333 S HOPE STREET 36TH FLR LOS ANGELES CA 90071-3045	CROWE HORWATH LLP 15233 VENTURA BLVD 9TH FLR SHERMAN OAKS CA 91403-2250
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18	DAVE HUNTER 9150 GALLATIN RD DOWNEY CA 92262	DEUTSCHE BANK NATIONAL TRUST CO C/O BDFTW 20955 PATHFINDER RD STE 300 DIAMOND BAR CA 91765	DONALD ELLER C/O EDWARD T FIERSTADT 318 E HILLCREST BL STE #1 INGLEWOOD CA 90301
19			
20	DONALD H ELLER 3111 BEL AIRE DR UNIT 18G LAS VEGAS NV 89109	EAST WEST BANK 711 VAN NESS AVENUE SAN FRANCISCO CA 94102	EMPLOYMENT DEVEL DEPT BANKRUPTCY GROUP MIC 92E PO BOX 826880 SACRAMENTO CA 94280-0001
21			
22	EVELYN FOLKS 3848 CARSON ST STE 110 TORRANCE CA 90503	FIRST FEDERAL SAVING 401 WILSHIRE BLVD SANTA MONICA CA 90401-1416	FIRST PREMIER BANK ATTN PRESIDENT/OFFICER 3820 N LOUISE AVE SIOUX FALLS SD 57104
23			
24	FORRY LAW GROUP CRAIG B FORRY 15501 SF MISSION BLVD, STE 309 MISSION HILLS, CA 91345	FRANCHISE TAX BOARD BANKRUPTCY SECTION MS: A-340 PO BOX 2952 SACRAMENTO CA 95812-2952	FRANCHISE TAX BOARD CHIEF COUNSEL C/O GENERAL COUNSEL SECTION PO BOX 1720 MS: A-260 RANCHO CORDOVA CA 95741-1720
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27	FST PREMIER 3820 N LOUISE AVENUE SIOUX FALLS SD 57104	GIHAN UKUWELA 21261 BRISTLECONE MISSION VIEJO CA 92692	GLEN SWETTE 616 S GERTRUDA AVE REDONDO BEACH CA 90277
28			

Weiland, Golden,  
 Smiley, Wang Ekvall & Strook, LLP  
 650 TOWN CENTER DRIVE, SUITE 850  
 COSTA MESA, CA 92626  
 TELEPHONE 714-966-1000

1	GMAC MORTGAGE LLC PO BOX 4622 WATERLOO IA 50704	GRANDPOINT LLC PO BOX 6525 TORRANCE CA 90504 <b>MAIL RETURNED 12/16/11</b>	HEMANTHI GUNATILAKE C/O JAYNE T KAPLAN 215 N. MARENGO AVE., 3RD FLOOR PASADENA, CA 91101
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4	HUGO LAMBRUSCHINI #41 SILVER SADDLE RANCHO PALOS VERDES CA 90275	INDYMAC BANK HOME LO 6900 BEATRICE DRIVE PO BOX 4045 KALAMAZOO MI 49003-4045	INDYMAC BANK PO BOX 78826 PHOENIX AZ 85062
5			
6	INDYMAC FEDERAL BANK FSB 460 SIERRA MADRE VILLA AVE #101 MAIL STOP HS 01-04 PASADENA CA 91107 MAIL RETURNED 11/5/14	INTERNAL REVENUE SERVICE CENTRAL INSOLVENCY UNIT PO BOX 21125 PHILADELPHIA PA 19114 <b>MAIL RETURNED 8/21/12</b>	INTERNAL REVENUE SERVICE CENTRALIZED INSOLVENCY OPS PO BOX 7346 PHILADELPHIA PA 19101-7346
7			
8	INTERNAL REVENUE SERVICE PO BOX 21126 PHILADELPHIA PA 19114 <b>MAIL RETURNED 8/21/12</b>	INVESTORS PROPERTY SERVICE ROBERT C WARREN III 15707 ROCKFIELD BLVD STE 225 IRVINE CA 92618-2829	JAMES GRUESKIN TRUSTEE OF THE EVA E STOREY LIVING TRUST DTD JULY 19 1984 6826 S LA CIENEGA BLVD INGLEWOOD CA 90302 <b>MAIL RETURNED 11/11/11</b>
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11	JAMES M KILKOWSKI ESQ WILLIAMS AND KILKOWSKI 1900 AVENUE OF THE STARS 25TH FL LOS ANGELES CALIFORNIA 90067	JAYANI MANIKKAGE 46300 CRENSHAW BLVD STE 209 TORRANCE CA 90504-1441 <b>MAIL RETURNED 3/31/12</b>	JAYANTHA SUNILA RILLAGODAGE 802 WEST 155TH STREET GARDENA CALIFORNIA 90247
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13	JAYANTHA SUNILA RILLAGODAGE C/O QUINN EMANUEL URQUHART OLIVER 865 S FIGUEROA ST 10TH FL LOS ANGELES CA 90017-2543	JEFFREY S SHINBROT APLC 8200 WILSHIRE BL STE 400 BEVERLY HILLS CA 90211	JENNIE M CARTH Y 857 DERBY STREET CORONA CA 92882 <b>MAIL RETURNED 12/7/11</b>
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15	JENNIE MCCARTHY 27072 PUEBLONUEVO DRIVE MISSION VIEJO CA 92691-4413 <b>MAIL RETURNED 3/5/12</b>	JOFFREY LONG 17045 CHATSWORTH STREET GRANADA HILLS CA 91344	JOSHUA D WAYSER KATTEN MUCHIN ROSENMAN LLP 2029 CENTURY PARK E STE 2600 LOS ANGELES, CA 90067-3012
16			
17	JPMORGAN CHASE BANK NA C/O CHASE HOME FINANCE LLC - OHIO 3415 VISION DRIVE COLUMBUS OH 43219-6009	JPMORGAN CHASE BANK NA C/O CHASE HOME FINANCE LLC 3451 VISION DRIVE COLUMBUS OH 43219-6009	JPMORGAN CHASE BANK NA C/O PITE DUNCAN LLP 4375 JUTLAND DRIVE SUITE 200 PO BOX 17933 SAN DIEGO CA 92177-0933
18			
19	KENNETH G LAU US TRUSTEE (LA) 725 S FIGUEROA ST STE 2600 LOS ANGELES, CA 90017	LA COUNTY TREASURER AND TAX COLLECTOR PO BOX 54110 LOS ANGELES CA 90054-0110	LAW OFFICE OF STANLEY T DENIS 3620 PACIFIC COAST HIGHWAY TORRANCE CA 90505
20			
21	LESLIE COHEN LESLIE COHEN LAW PC 506 SANTA MONICA BLVD STE 200 SANTA MONICA CA 90401-2413	LOS ANGELES DIVISION 255 EAST TEMPLE STREET LOS ANGELES CA 90012 <b>MAIL RETURNED 9/7/12</b>	LOS ANGELES TREASURER AND TAX COLLECTOR 225 N HILL STREET LOS ANGELES CA 90012
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23	MALKANTHI WEDAGE 29315 STADIA HILL LANE RANCHO PALOS VERDES CA 90301	MALKANTHI WEDAGE 6476 W 81ST STREET LOS ANGELES CA 90045	MARK HOOPER 3025 CORPUS CHRISTI ST SIMI VALLEY CA 93063
24			
25	MATTHEW MACK 2133 SEVILLE AVE NEWPORT BEACH CA 92661	MICHAEL KOSLOFF CNSL FOR MALKANTHI WEDAGE 9505 WILSHIRE BLVD SUITE 200 BEVERLY HILLS CA 90212 <b>NOTIFIED OF NEW ADD'Y 3/12/13</b>	MICHAEL KOSLOFF CNSL FOR MALKANTHI WEDAGE 433 N. CAMDEN DRIVE, STE 970 BEVERLY HILLS CA 90210
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Weiland, Golden,  
 Smiley, Wang Ekvall & Strok, LLP  
 650 Town Center Drive, Suite 950  
 Costa Mesa, CA 92626  
 TELEPHONE 714-966-1000

1	NALAN SAMARWICKREMA C/O JAYNE T KAPLAN 1112 FAIR OAKS AVENUE SOUTH PASADENA CA 91030-3312 <b>MAIL RETURNED 9/7/12</b>	BANK OF AMERICA ATTN: PRESIDENT 450 E. BOUNDARY STREET CHAPIN, SC 29036	ONE WEST BANK C/O LORAIN L PEDOWITZ ALLEN MATKINS LECK ET AL 515 S FIGUEROA STREET 9TH FL LOS ANGELES CA 90071-3309
3	ONEWEST BANK FSB	ONEWEST BANK FSB 888 WALNUT STREET PASADENA CA 91101-1895	OPTIMA ESCROW INC <del>3848 CARSON ST STE 110</del> TORRANCE CA 90503 <b>MAIL RETURNED 3/1/12</b>
5	OPTIMA ESCROW INC 3848 CARSON STREET STE 110 TORRANCE CA 90503-6704	OPTIMA ESCROW INC 3858 W CARSON STREET #303 TORRANCE CA 90503-6700	ORETRA USA INC 16300 CRENSHAW BLVD STE 209 TORRANCE CA 90504 <b>MAIL RETURNED 4/19/12</b>
7	PACIFIC PREMIER BANK 13928 SEAL BEACH BLVD SEAL BEACH CA 90740	PETER EDIRISINGHE 26341 ESHELMAN AVENUE LOMITA CA 90717	PETER EDIRISINGHE MICHELLE A HANCOCK ESQ 2618 SAN MIGUEL DRIVE STE 401 NEWPORT BEACH CA 92660-5437
9	PETER EDIRISINGHE ON BEHALF OF DEXTER MGMT INC MICHELLE A HANCOCK ESQ 2618 SAN MIGUEL DRIVE STE 401 NEWPORT BEACH CA 92660-5437	PETER EDIRISINGHE PO BOX 1479 LOMITA CA 90717	QUEENIE K NG US TRUSTEE (LA) 725 S FIGUEROA ST STE 2600 LOS ANGELES, CA 90017
11	RAJAN JHANGIANI	REGINA SMITH 675 CANTRILL DRIVE SUITE 106 DAVIS CA 95618-7768 <b>MAIL RETURNED 9/5/12</b>	RONALD GRUESKIN ESQ 49 CAMISA LN PALM DESERT CA 92260
12	SARATH & HEMANTHI GUNATILAKE 910 N HILLSIDE DRIVE LONG BEACH, CA 90815	SARATH & HEMANTHI GUNATILAKE C/O JAYNE T KAPLAN 215 N. MARENGO AVE., 3RD FLOOR PASADENA, CA 91101	SARATH & HEMANTHI GUNATILAKE JOHN FISCHER, ESQ FISCHER, ZISBLATT & KISS, LLP 1901 AVENUE OF THE STARS #1020 LOS ANGELES, CA 90067
14	SARATH GUNATILAKE JAYNE T. KAPLAN 215 N. MARENGO AVE., 3RD FLOOR PASADENA, CA 91101	SECURITIES & EXCHANGE COMM 444 SOUTH FLOWER ST., STE 900 LOS ANGELES, CA 90071	STAN DENNIS 3620 PACIFIC COAST HIGHWAY TORRANCE CA 90205
16	STATE BOARD OF EQUALIZATION PO BOX 942879 SACRAMENTO CA 94279-0001	STATE OF CALIFORNIA FRANCHISE TAX BOARD SPECIAL PROCEDURES PO BOX 2952 SACRAMENTO CA 95812-2952	STEPHEN B FAINSBERT ESQ FAINSBERT MASE & SNYDER LLP 1110 SANTA MONICA BLVD, STE 850-870 LOS ANGELES, CA 90025
19	SUZANNE OFTEDAL 11292 DAVENPORT ROAD LOS ALAMITOS CA 90720	SUZANNE OFTEDAL C/O ROBERT O MILLER 3502 KATELLA AVENUE STE 207 LOS ALAMITOS CA 90720	THE RICHARD AND SUZANNE OFTEDAL TRUST C/O JEFFREY S SHINBROT APLC 8200 WILSHIRE BLVD SUITE 400 BEVERLY HILLS CA 90211
21	TYLER WHITMER ESQ QUINN EMANUEL URQUHART OLIVER AND HEDGES LLP 865 S FIGUEROA STREET 10TH FL LOS ANGELES CA 90017	UNITED COMMERCIAL BANK 1320 WILLOW PASS RD STE 706 CONCORD CA 94520-5246 <b>MAIL RETURNED 1/8/12</b>	UNITED COMMERCIAL BANK 1320 WILLOW PASS ROAD STE 706 CONCOR CA 94520-5232 <b>MAIL RETURNED 11/8/14</b>
23	UNITED COMMERCIAL BANK 1493 N MONTEBELLO BLVD STE 201 MONTEBELLO CA 90640 <b>MAIL RETURNED 12/10/11</b>	UNITED COMMERCIAL BANK 711 VAN NESS AVE SAN FRANCISCO CA 94102	UNITED COMMERCIAL BANK PO BOX 7670 SAN FRANCISCO CA 94120 <b>MAIL RETURNED 11/8/14</b>

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 Wang Ekvall & Strok, LLP  
 650 TAPPO CANYON DRIVE, SUITE 950  
 COSTA MESA, CA 92626  
 TELEPHONE 714-966-1000

1	VALUE HOME LOAN ATTN: PRESIDENT/OFFICER 5037 BALBOA BLVD ENCINO CA 91316 MAIL RETURNED 11/11/11	2	VALUE HOME LOANS ATTN: PRESIDENT/OFFICER 5959 TOPANGA CANYON BLVD #201 WOODLAND HILLS CA 91367 MAIL RETURNED 11/11/11	3	WACHOVIA BANK PO BOX 1697 WINTERVILLE NC 28590
4	WASHINGTON MUTUAL BANK 9451 CORBIN AVENUE ATTN: JANET MEDIN M/S-N010202 NORTHRIDGE CA 91328 MAIL RETURNED 12/9/11	5	WELLS FARGO BANK NA PO BOX 14517 DES MOINES IA 50306-3517	6	WELLS FARGO BANK NA PO BOX 94435 PCM CREDIT BUREAU DISPUTES ALBUQUERQUE NM 87199
7	WELLS FARGO CARD SERVICE PO BOX 5445 PORTLAND OR 97208 MAIL RETURNED 3/5/12	8	FORRY LAW GROUP CRAIG B. FORRY 15501 SAN FERNANDO MISSION BLVD., SUITE 309 MISSION HILLS, CA 91345	9	BANK OF AMERICA 5701 HORATIO STREET UTICA, NY 13502-1024
10	HOWARD GROBSTEIN GROBSTEIN TEEPLE 3403 TENTH STREET, SUITE 711 RIVERSIDE, CA 92501	11	FIRST AMERICAN TITLE INSURANCE CO MICHELLE PASCUAL, TITLE OFFICER REFERENCE: TITLE ORDER NO. 4791042 655 NORTH CENTRAL AVE, 8TH FL GLENDALE, CA 91203	12	FIRST AMERICAN TITLE INSURANCE CO COMMERCIAL ESCROW DIVISION ATTN: EUGENE KIM, ESCROW OFFICER REFERENCE: ESCROW NO. 4791042-EK 655 N. CENTRAL AVENUE, 1ST FLOOR GLENDALE, CA 91203
13	MARCUS AND MILICHAP ATTN: BARRY GORDON 515 S. FLOWER STREET, STE 500 LOS ANGELES, CA 90071	14	MARCUS AND MILICHAP ATTN: MAURIUS JEFFERY 515 S. FLOWER STREET, STE 500 LOS ANGELES, CA 90071	15	PACIFIC WESTERN BANK ATTN: PRESIDENT 5404 WISCONSIN AVE., 2ND FLOOR CHEVY CHASE, MD 20815
16	PACIFIC WESTERN BANK C/O CT CORPORATION SYSTEM, AGENT FOR SERVICE 818 W. 17TH STREET, STE 930 LOS ANGELES, CA 90017	17	PACIFIC WESTERN BANK C/O REFS INC. ATTN: PRESIDENT 9070 IRVINE CENTER DRIVE, #120 IRVINE, CA 92618	18	ANDREW HOLDING, INC. ATTN: PRESIDENT 3444 EMERALD STREET, #2 TORRANCE, CA 90501
19	BANK OF AMERICA ATTN: PRESIDENT 1800 TAPO CANYON ROAD SIMI VALLEY, CA 93063	20	POSITIVE INVESTMENTS, INC. ATTN: SRINIVAS YALAMANCHILI 610 NORTH SANTA ANITA AVENUE ARCADIA, CA 91006	21	THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS SUCCESSOR TRUSTEE TO JP MORGAN CHASE BANK, NA., AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF BEAR STEARNS ALT-A TRUST 2004-4, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2004-4 ATTN: PRESIDENT 9062 OLD ANNAPOLIS ROAD COLUMBIA, MD 21045
22	THE BANK OF NEW YORK MELLON ATTN: PRESIDENT ONE WALL STREET NEW YORK, NY 10286	23	U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE FOR CERTIFICATEHOLDERS OF GREENPOINT HOME EQUITY LOAN TRUST 2004-3, HOME EQUITY LOAN ASSET-BACKED NOTES, SERIES 2004-3 C/O BAC, M/C: CA6-914-01-43 ATTN: PRESIDENT 1800 TAPO CANYON ROAD SIMI VALLEY, CA 93063	24	GREENPOINT MORTGAGE FUNDING, INC. ATTN: PRESIDENT 100 WOOD HOLLOW DRIVE NOVATO, CA 94945
25		26		27	
28		29		30	

Weiland, Golden,  
 Wang Ekvall & Strok, LLP  
 650 TOWN CENTER DRIVE, SUITE 950  
 COSTA MESA, CA 92626  
 TELEPHONE 714-966-1000

1	CORELOGIC ATTN: PRESIDENT 450 E. BOUNDARY STREET CHAPIN, SC 29036	THE BANK OF NEW YORK MELLON C/O CT CORPORATION SYSTEM, AGENT FOR SERVICE 818 WEST SEVENTH STREET, SUITE 930 LOS ANGELES, CA 90017	HOUSER & ALLISON, APC ERIC D. HOUSER, ESQ. KAITLYN Q. THINH, ESQ. (RE: OCWEN LOAN SERVICING, LLC, AS SERVICER FOR THE BANK OF NEW YORK MELLON) 3780 KILROY AIRPORT WAY, SUITE 130 LONG BEACH, CALIFORNIA 90806
2			
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5	OCWEN ATTN: PRESIDENT P.O. BOX 24646 WEST PALM BEACH, FL 33416-4646	HOUSER & ALLISON, APC ERIC D. HOUSER, ESQ. KAITLYN Q. THINH, ESQ. (RE: OCWEN LOAN SERVICING, LLC, AS SERVICER FOR THE BANK OF NEW YORK MELLON) 3780 KILROY AIRPORT WAY, SUITE 130 LONG BEACH, CALIFORNIA 90806	SARATH GUNATILAKE AND HEMANTHI GUNATILAKE C/O FISCHER, ZISBLATT & KISS, LLP ATTENTION: JOHN FISCHER, ESQ. 1901 AVENUE OF THE STARS - SUITE 1020 LOS ANGELES, CALIFORNIA 90067
6			
7			
8	PAUL LYNCH, D.V.M C/O LAWDALE PET HOSPITAL, INC. 14700 SOUTH HAWTHORNE BOULEVARD LAWDALE, CALIFORNIA 90260	SPIERER WOODWARD CORBALIS GOLDBERG, P.C. ATTENTION: STEVEN F. SPIERER, ESQ. 707 TORRANCE BOULEVARD - STE 200 REDONDO BEACH, CALIFORNIA 90277	FIRST AMERICAN TITLE INSURANCE COMPANY ATTENTION: MICHELLE PASCUAL, TITLE OFFICER 655 N. CENTRAL AVE - 8TH FLOOR GLENDALE, CALIFORNIA 91203
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11	FIRST AMERICAN TITLE INSURANCE COMPANY COMMERCIAL ESCROW DIVISION ATTENTION: EUGENE KIM, ESCROW OFFICER 655 N. CENTRAL AVENUE - 1ST FL GLENDALE, CALIFORNIA 91203	PACIFICLAND CORP. ATTENTION: CHRIS FITZPATRICK 4020 PALOS VERDES DRIVE N. - STE 205 ROLLING HILLS ESTATES, CALIFORNIA 90274	MARCUS AND MILLICHAP ATTENTION: BARRY GORDON AND MAURIUS JEFFERY 515 SOUTH FLOWER ST - SUITE 500 LOS ANGELES, CALIFORNIA 90071
12			
13			
14	MANUEL VILLANUEVA 9823 PARROT AVENUE DOWNEY, CA 90240	MARK A. HOOPER 26315 REGENT AVENUE LOMITA, CA 90717-3517	MICHAEL KRIPPENDORF, TRUSTEE THE KRIPPENDORF FAMILY TRUST 23202 LADEENE AVENUE TORRANCE, CA 90505
15			
16			
17	MICHAEL KRIPPENDORF, TSTEE OF THE KRIPPENDORF FAMILY TRUST C/O WITKIN & EISINGER, LLC RICHARD G. WITKIN, ESQ. CAROLE EISINGER, ESQ. 530 S. GLENOAKS BLVD., SUITE 207 BURBANK, CA 91502	MORRIS A. HOOPER, JR. C/O WITKIN & EISINGER, LLC RICHARD G. WITKIN, ESQ. CAROLE EISINGER, ESQ. 530 S. GLENOAKS BLVD., SUITE 207 BURBANK, CA 91502	H. ALLEN HOOPER, TRUSTEE C/O WITKIN & EISINGER, LLC RICHARD G. WITKIN, ESQ. CAROLE EISINGER, ESQ. 530 S. GLENOAKS BLVD., SUITE 207 BURBANK, CA 91502
18			
19			
20	STANLEY T. DENIS, ESQ. LAW OFFICE OF STANLEY T. DENIS 3620 PACIFIC COAST HIGHWAY, SUITE 200 TORRANCE, CA 90505		
21			
22			
23			
24			
25			
26			
27			
28			

**Electronic Mail Notice List**

Andrew K Alper aalper@frandzel.com, efiling@frandzel.com;ekidder@frandzel.com  
Robert S Altagen rsaink@earthlink.net  
Robert S Altagen rsaink@earthlink.net  
Kyra E Andrassy kandrassy@swelawfirm.com,  
csheets@swelawfirm.com;gcruz@swelawfirm.com;hdavis@swelawfirm.com  
Gregory J Babcock gbabcockecf@hotmail.com  
Bradley S Beherns efcacb@piteduncan.com  
Alan F Broidy alan@broidylaw.com, sherrie@broidylaw.com  
John Clark Brown clarkbrown@jcbjrlaw.com, assistant@jcbjrlaw.com  
William H Brownstein Brownsteinlaw.bill@gmail.com  
Leslie A Cohen leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;Brian@lesliecohenlaw.com  
Leslie A Cohen leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;Brian@lesliecohenlaw.com  
Evan M Daily efcacb@piteduncan.com, edaily@piteduncan.com  
Michael Daniels BkECFnotifications@nationstarmail.com  
Glen Dresser gombd@aol.com  
Dane W Exnowski dexnowski@mclaw.org  
Beth Gaschen bgaschen@wglp.com, kadele@wglp.com;lfisk@wglp.com;tziemann@wglp.com  
Barry S Glaser bglaser@swesq.com, erhee@swesq.com  
Jeffrey I Golden jgolden@wglp.com, kadele@wglp.com;lfisk@wglp.com;tziemann@wglp.com  
Jeffrey I Golden (TR) ljones@wglp.com, jig@trustesolutions.net;kadele@wglp.com;lfisk@wglp.com  
Jeffrey I Golden (TR) ljones@wglp.com, jig@trustesolutions.net;kadele@wglp.com;lfisk@wglp.com  
Arnold L Graff efcacb@aldridgepите.com, ALG@ecf.inforuptcy.com;agraff@aldridgepите.com  
Brian T Harvey bharvey@buchalter.com, IFS\_filing@buchalter.com;dbodkin@buchalter.com  
Jayne T Kaplan kaplanlawoffices@sbcglobal.net  
Jayne T Kaplan kaplanlawoffices@sbcglobal.net  
Gerald S Kim gsk@labklawfirm.com, gsklawoffices@gmail.com  
Leslie M Klott bankruptcy@zivelaw.com  
Kenneth G Lau kenneth.g.lau@usdoj.gov  
Patricia H Lyon phlyon@aol.com, mwoodward@frenchandlyon.com  
Christopher M McDermott ch11ecf@aldridgepите.com, CMM@ecf.inforuptcy.com;cmcdermott@aldridgepите.com  
Lawrence C Meyerson lcm@lcmplc.com  
Lawrence C Meyerson lcm@lcmplc.com  
Jessica Mickelsen Simon jessica.mickelsensimon@kattenlaw.com,  
adelle.shafer@kattenlaw.com;ecf.lax.docket@kattenlaw.com  
Marisol A Nagata cdcaecf@bdfgroup.com  
Queenie K Ng queenie.k.ng@usdoj.gov, Melanie.green@usdoj.gov;dare.law@usdoj.gov;ron.maroko@usdoj.gov  
Brian A Paino bpaino@mcglinchey.com, crico@mcglinchey.com;selizondo@mcglinchey.com  
Benjamin Seigel bseigel@buchalter.com, IFS\_filing@buchalter.com;smartin@buchalter.com  
Jeffrey S Shinbrot jeffrey@shinbrotfirm.com, sandra@shinbrotfirm.com  
Nathan F Smith nathan@mclaw.org, epowers@mclaw.org  
Philip E Strok pstrok@swelawfirm.com, gcruz@swelawfirm.com;csheets@swelawfirm.com;hdavis@swelawfirm.com  
Kaitlyn Q Thinh kthinh@houser-law.com, jmann@houser-law.com  
United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov  
Darlene C Vigil cdcaecf@bdfgroup.com  
Catherine T Vinh efcacb@piteduncan.com  
Joshua D Wayser joshua.wayser@kattenlaw.com,  
jessica.mickelsen@kattenlaw.com;kim.johnson@kattenlaw.com,ecf.lax.docket@kattenlaw.com,adelle.shafer@kattenlaw.com  
Kristin S Webb bknotice@rcolegal.com, RCO@ecf.inforuptcy.com  
Edward T Weber bknotice@rcolegal.com  
Michael J. Weiland mweiland@wglp.com, kadele@wglp.com;lfisk@wglp.com;tziemann@wglp.com  
Kristi M Wells bknotice@rcolegal.com, RCO@ecf.inforuptcy.com  
Eric D Winston ericwinston@quinnemanuel.com  
Robert P Zahradka efcacb@aldridgepите.com, RPZ@ecf.inforuptcy.com;rzahradka@aldridgepите.com  
Kristin A Zilberstein bknotice@mccarthyholthus.com,  
kzilberstein@mccarthyholthus.com;kzilberstein@ecf.inforuptcy.com

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

**650 Town Center Drive, Suite 950, Costa Mesa, California 92626**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner indicated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **January 5, 2016**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) **January 5, 2016**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **January 5, 2016**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Deborah Saltzman, 255 E. Temple Street, Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

January 5, 2016

*Date*

Kelly Adele

*Printed Name*

*/s/ Kelly Adele*

*Signature*

**Electronic Mail Notice List**

Andrew K Alper aalper@frandzel.com, efiling@frandzel.com;ekidder@frandzel.com  
Robert S Altagen rsaink@earthlink.net  
Robert S Altagen rsaink@earthlink.net  
Kyra E Andrassy kandrassy@swelawfirm.com,  
csheets@swelawfirm.com;gcruz@swelawfirm.com;hdavis@swelawfirm.com  
Gregory J Babcock gbabcockecf@hotmail.com  
Bradley S Beherns efcacb@piteduncan.com  
Alan F Broidy alan@broidylaw.com, sherrie@broidylaw.com  
John Clark Brown clarkbrown@jcbjrlaw.com, assistant@jcbjrlaw.com  
William H Brownstein Brownsteinlaw.bill@gmail.com  
Leslie A Cohen leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;Brian@lesliecohenlaw.com  
Leslie A Cohen leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;Brian@lesliecohenlaw.com  
Evan M Daily efcacb@piteduncan.com, edaily@piteduncan.com  
Michael Daniels BkECFnotifications@nationstarmail.com  
Glen Dresser gombd@aol.com  
Dane W Exnowski dexnowski@mclaw.org  
Beth Gaschen bgaschen@wglp.com, kadele@wglp.com;lfisk@wglp.com;tziemann@wglp.com  
Barry S Glaser bglaser@swesq.com, erhee@swesq.com  
Jeffrey I Golden jgolden@wglp.com, kadele@wglp.com;lfisk@wglp.com;tziemann@wglp.com  
Jeffrey I Golden (TR) ljones@wglp.com, jig@trustesolutions.net;kadele@wglp.com;lfisk@wglp.com  
Jeffrey I Golden (TR) ljones@wglp.com, jig@trustesolutions.net;kadele@wglp.com;lfisk@wglp.com  
Arnold L Graff efcacb@aldridgepите.com, ALG@ecf.inforuptcy.com;agraff@aldridgepите.com  
Brian T Harvey bharvey@buchalter.com, IFS\_filing@buchalter.com;dbodkin@buchalter.com  
Jayne T Kaplan kaplanlawoffices@sbcglobal.net  
Jayne T Kaplan kaplanlawoffices@sbcglobal.net  
Gerald S Kim gsk@labklawfirm.com, gsklawoffices@gmail.com  
Leslie M Klott bankruptcy@zievelaw.com  
Kenneth G Lau kenneth.g.lau@usdoj.gov  
Patricia H Lyon phlyon@aol.com, mwoodward@frenchandlyon.com  
Christopher M McDermott ch11ecf@aldridgepите.com, CMM@ecf.inforuptcy.com;cmcdermott@aldridgepите.com  
Lawrence C Meyerson lcm@lcmplc.com  
Lawrence C Meyerson lcm@lcmplc.com  
Jessica Mickelsen Simon jessica.mickelsensimon@kattenlaw.com,  
adelle.shafer@kattenlaw.com;ecf.lax.docket@kattenlaw.com  
Marisol A Nagata cdcaecf@bdfgroup.com  
Queenie K Ng queenie.k.ng@usdoj.gov, Melanie.green@usdoj.gov;dare.law@usdoj.gov;ron.maroko@usdoj.gov  
Brian A Paino bpaino@mcglinchey.com, crico@mcglinchey.com;selizondo@mcglinchey.com  
Benjamin Seigel bseigel@buchalter.com, IFS\_filing@buchalter.com;smartin@buchalter.com  
Jeffrey S Shinbrot jeffrey@shinbrotfirm.com, sandra@shinbrotfirm.com  
Nathan F Smith nathan@mclaw.org, epowers@mclaw.org  
Philip E Strok pstrok@swelawfirm.com, gcruz@swelawfirm.com;csheets@swelawfirm.com;hdavis@swelawfirm.com  
Kaitlyn Q Thinh kthinh@houser-law.com, jmann@houser-law.com  
United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov  
Darlene C Vigil cdcaecf@bdfgroup.com  
Catherine T Vinh efcacb@piteduncan.com  
Joshua D Wayser joshua.wayser@kattenlaw.com,  
jessica.mickelsen@kattenlaw.com;kim.johnson@kattenlaw.com,ecf.lax.docket@kattenlaw.com,adelle.shafer@kattenlaw.com  
Kristin S Webb bknotice@rcolegal.com, RCO@ecf.inforuptcy.com  
Edward T Weber bknotice@rcolegal.com  
Michael J. Weiland mweiland@wglp.com, kadele@wglp.com;lfisk@wglp.com;tziemann@wglp.com  
Kristi M Wells bknotice@rcolegal.com, RCO@ecf.inforuptcy.com  
Eric D Winston ericwinston@quinnemanuel.com  
Robert P Zahradka efcacb@aldridgepите.com, RPZ@ecf.inforuptcy.com;rzahradka@aldridgepите.com  
Kristin A Zilberstein bknotice@mccarthyholthus.com,  
kzilberstein@mccarthyholthus.com;kzilberstein@ecf.inforuptcy.com