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<p><b>UNITED STATES BANKRUPTCY COURT          CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</b></p>	
<p>In re:          ENRIQUE IBARRA and          SILVIA IBARRA,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:14-bk-11105-RN          CHAPTER: 7</p> <p style="text-align: center;"><b>AMENDED          NOTICE OF SALE OF ESTATE PROPERTY</b></p>

<p><b>Sale Date:</b> 01/15/2015</p>	<p><b>Time:</b> 9:00 am</p>
<p><b>Location:</b> 255 E. Temple Street, Suite 1652, Los Angeles, CA 90012</p>	

**Type of Sale:**  Public  Private      **Last date to file objections:** 12/31/2014

**Description of property to be sold:**  
 The Estate's 33.33% interest in ENSI Group, a California Limited Liability Company ("ENSI") pursuant to the terms of the purchase and sale agreement (the "Agreement"). See copy of the Chapter 7 Trustee's Notice of Motion and Motion to Sell Estate Property; Memorandum of Points and Authorities; Declaration Sam S. Leslie in Support Thereof ("Motion") attached hereto.

**Terms and conditions of sale:** See attached Motion.

**Proposed sale price:** \$ 10,000.00

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

**Overbid procedure (if any):** See attached Motion.

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

See attached Motion:

Date: January 15, 2015

Time: 9:00 a.m.

Place: Courtroom 1645

255 E. Temple Street, Suite 1652

Los Angeles, CA 90012

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

Elyza P. Eshaghi

SHULMAN HODGES & BASTIAN LLP

8105 Irvine Center Drive, Suite 600

Irvine, California 92618

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: eeshaghi@shbllp.com

Date: 11/21/2014

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7 Counsel for Sam S. Leslie,  
Chapter 7 Trustee  
8

9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**  
11

12 In re

13 **ENRIQUE IBARRA and**  
14 **SILVIA IBARRA,**

15 Debtors.  
16

Case No. 2:14-bk-11105-RN

Chapter 7

**CHAPTER 7 TRUSTEE’S NOTICE OF  
MOTION AND MOTION TO SELL ESTATE  
PROPERTY; MEMORANDUM OF POINTS  
AND AUTHORITIES; DECLARATION SAM  
S. LESLIE IN SUPPORT THEREOF**

**Original Hearing Date**

Date: December 16, 2014

Time: 9:00 A.M.

**Rescheduled Hearing Date**

Date: January 15, 2015

Time: 9:00 A.M.

Place: Courtroom 1645

255 E. Temple Street, Suite 1652  
Los Angeles, CA 90012

1 **TO THE HONORABLE RICHARD M. NEITER, UNITED STATES BANKRUPTCY**  
2 **JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED**  
3 **PARTIES:**

4 **PLEASE TAKE NOTICE** that Sam S. Leslie, the duly appointed, qualified, and acting  
5 Chapter 7 trustee (“Trustee”), for the bankruptcy estate (“Estate”) of Enrique Ibarra and Silvia  
6 Ibarra (“Debtors”), will move (the “Motion”), at the date, time, and courtroom stated above (the  
7 “Sale Hearing”), for an order approving the sale of the Estate’s 33.33% interest in ENSI Group, a  
8 California Limited Liability Company (“ENSI”) pursuant to the terms of the purchase and sale  
9 agreement (the “Agreement”), a true and correct copy of which is attached to the Motion as  
10 **Exhibit “1”** of which the signatories and parties are the Trustee as seller and Luis M. Chong and  
11 Francisco Lara, individuals who collectively own the other 66.66% interest in ENSI, or a  
12 successful bidder, as the buyers (“Buyers”). Luis M. Chong and Francisco Lara’s address and  
13 contact information may be obtained via request made to their counsel, Robert Pacheco, Esq., at  
14 161 Commerce Way, Walnut, California 91789; Telephone Number: (909) 595-5823. The  
15 Estate’s interest in ENSI is property of the Estate, the sale of which would maximize the value of  
16 the Estate; therefore, sale of the Estate’s interest in ENSI is in the best interest of the Estate and  
17 its creditors. This Motion is based on the attached Notice of Motion, Memorandum of Points  
18 and Authorities, declaration of Sam S. Leslie, exhibits, and pleadings on file in the Debtors’  
19 bankruptcy case. The Motion is made pursuant to 11 U.S.C § 363, Fed. R. Bankr. P. 6004(a) and  
20 all authorities cited herein.

21 **PLEASE TAKE FURTHER NOTICE** that the Agreement pertains to the sale (the  
22 “Sale”) of the Estate’s interest in ENSI for at least \$10,000.00 (the “Sale Proceeds”), on an “as  
23 is, where is” basis, without any warranties, either express or implied.

24 **PLEASE TAKE FURTHER NOTICE** that the Motion requests that the Buyer be found  
25 to be a good faith purchaser pursuant to 11 U.S.C. § 363(m). The Motion further requests that  
26 the Trustee be authorized to execute all documents necessary to consummate the Sale.

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**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

I. INTRODUCTION ..... 1

II. FACTUAL BACKGROUND..... 1

    A. Case Commencement..... 1

    B. Claims Against the Estate ..... 2

    C. ENSI..... 2

        1. Purchase Offer and Summary of Sale Terms..... 2

        2. Overbidding Procedures..... 3

        3. Marketing..... 4

III. ARGUMENT ..... 4

    A. The Court May Authorize the Sale When There is a Good Faith Purchaser ..... 4

        1. Sound Business Purpose ..... 5

        2. The Sale Serves the Best Interests of the Estate and Creditors..... 6

        3. Accurate and Reasonable Notice ..... 6

        4. The Sale is Made in Good Faith ..... 6

    B. The Proposed Sale Is “As Is Where Is” With Any And All Encumbrances..... 7

    C. The Court as the Authority to Approve the Bidding Procedures..... 7

    D. The Court has the Authority to Waive the Fourteen-Day Stay of Sale ..... 7

IV. CONCLUSION..... 8

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**TABLE OF AUTHORITIES**

**CASES**

In re Continental Air Lines, Inc.,  
780 F.2d 1223 (5th Cir. 1986) ..... 5

In re Crowthers McCall Pattner, Inc.,  
114 B.R. 877, 885 (Bankr. S.D.N.Y. 1990)..... 5

In re Lionel Corp.,  
722 F.2d 1063 (2d Cir. 1983)..... 5

In re Wilde Horse Enterprises, Inc.,  
136 B.R. 830, 841 (Bankr. C.D. Cal. 1991)..... 4, 6

**STATUTES**

Bankruptcy Code Section 105(a) ..... 7

Bankruptcy Code Section 363(b)..... 4, 5

Bankruptcy Code Section 363(b)(1) ..... 7

Bankruptcy Code Section 363(m)..... 7

Federal Rule of Bankruptcy Procedure 6004(h) ..... 7, 8

1 **TO THE HONORABLE RICHARD M. NEITER, UNITED STATES BANKRUPTCY**  
2 **JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED**  
3 **PARTIES:**

4 **I. INTRODUCTION**

5 Sam S. Leslie, Chapter 7 Trustee (“Trustee”) for the bankruptcy estate (“Estate”) of  
6 Enrique Ibarra and Silvia Ibarra (“Debtors”), brings this Motion for Order to Sell Estate Property  
7 (“Motion”). The Motion seeks an order approving the sale of the Estate’s 33.33% interest in  
8 ENSI Group, a California Limited Liability Company (“ENSI”) pursuant to the terms of the  
9 purchase and sale agreement (the “Agreement”), of which the signatories and parties are the  
10 Trustee as seller and Luis M. Chong and Francisco Lara, individuals who collectively own the  
11 other 66.66% interest in ENSI, or a successful bidder, as the buyers (“Buyers”). The Estate’s  
12 interest in ENSI is property of the Estate, the sale of which would maximize the value of the  
13 Estate; therefore, sale of the Estate’s interest in ENSI is in the best interest of the Estate and its  
14 creditors. The Agreement pertains to the sale (the “Sale”) of the Estate’s interest in ENSI for at  
15 least \$10,000.00 (the “Sale Proceeds”), on an “as is, where is” basis, without any warranties,  
16 either express or implied. The Sale is subject to overbid procedures set forth below. This  
17 Motion is based on the Notice of Motion, Memorandum of Points and Authorities, declaration of  
18 Sam S. Leslie, exhibits, and pleadings on file in the Debtors’ bankruptcy case. The Motion is  
19 made pursuant to 11 U.S.C § 363, Fed. R. Bankr. P. 6004(a) and all authorities cited herein.

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

22 **II. FACTUAL BACKGROUND**

23 **A. Case Commencement**

24 On January 21, 2014, the Debtors filed a voluntary petition for relief under Chapter 7 of  
25 the Bankruptcy Code, commencing Case No. 2:14-bk-11105-RN (“Petition Date”).

26 Sam S. Leslie is the duly appointed, qualified and acting Chapter 7 trustee (“Trustee”)  
27 for the bankruptcy estate (“Estate”) of Enrique Ibarra and Silvia Ibarra (“Debtors”).  
28

1 **B. Claims Against the Estate**

2 The last day to file proof of claims in this case is October 21, 2014 (government claims  
3 are due by January 14, 2015). As of October 26, 2014, the Court's Claims Register indicates that  
4 there have been three claims filed totaling \$110,368.44, \$105,601.63 of which are secured,  
5 leaving \$4,766.81 in general unsecured claims.

6 **C. ENSI**

7 ENSI is a California limited liability company that is engaged in business as a wholesale  
8 broker of produce. ENSI's principal executive office is located at 1050 South Kimball Road,  
9 Ventura, California 93004. ENSI has three members. The membership interest and capital  
10 contributions of each of the individual members is as follows: (1) Silvia Ibarra (a married woman  
11 dealing with her sole and separate property) owns a 33.33% membership interest with a  
12 contribution of \$24,000.00 cash and conversion of \$76,000.00 of loans to ENSI to additional  
13 equity; (2) Luis M. Chong owns a 33.33% membership interest with a capital contribution  
14 purchase of \$96,000.00 equity interest from Octavio Barba and additional cash contribution of  
15 \$4,000.00; (3) Francisco Lara owns a 33.33% membership interest with a capital contribution of  
16 \$100,000.00 conversion of loans to ENSI to equity. By virtue of the bankruptcy filing, Silvia  
17 Ibarra's 33.33% membership interest is property of the Estate. As far as the Trustee is aware,  
18 ENSI does not own any real property assets; ENSI's assets are as follows: (1) trademarks, (2)  
19 account receivables, (3) office furniture, (4) telephone system, (5) HP computers, (6) equipment,  
20 and (7) auto.

21 **1. Purchase Offer and Summary of Sale Terms**

22 The purchase and sale agreement (the "Agreement") made on September 19, 2014, by  
23 and between Sam S. Leslie, solely in his capacity as the Chapter 7 Trustee, on the one hand, and  
24 Luis M. Chong and Francisco Lara, individuals (referred to herein as "Buyers"), on the other  
25 hand (the Trustee and the Buyers are collectively referred to herein as the "Parties"). The Buyers  
26 offered to purchase the Estate's interest in ENSI for \$10,000.00. A true and correct copy of the  
27 Agreement is attached to the Motion as **Exhibit "1."**

28

1 A summary of the Agreement's terms and highlights are discussed below, but the  
2 summary and discussion are not meant to be a complete review of every provision of the  
3 Agreement. The Agreement itself is the legally binding document the Trustee seeks approval of  
4 and, in the event of any inconsistency between the terms, provisions or effect of the Agreement  
5 and the description of it in these pleadings, the Agreement alone shall govern and not these  
6 pleadings or the descriptions herein.

7 In summary, the principal terms of the sale of ENSI shall be as follows (the Trustee is  
8 referred to at times as the "Seller" in the following summary):

9		
10	Buyers:	Luis M. Chong, 33.33% membership interest holder in ENSI. Francisco Lara, 33.33% membership interest holder in ENSI.
11	Purchase Price:	\$10,000.00 subject to the Bidding Procedures set forth below.
12	"As-Is" Sale	Buyers acknowledge that they are purchasing the Estate's interest in ENSI on an "as is, where is" basis, without any warranties, either express or implied. Buyers forever waive, for themselves, their heirs, successors and assigns, all 13 claims against the Trustee, his attorneys, agents and employees, arising or 14 which might otherwise arise in the future concerning the Estate's interest in ENSI.
15		Buyers acknowledge that the Trustee is acting in his official capacity only. No professional liability shall be sought or enforced against the Trustee with 16 regard to the Agreement. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's 17 liability is only to return the money tendered to the Trustee by Buyers, without deduction.
18	Bankruptcy Court Approval	The Agreement is subject to overbid and Court approval under 11 U.S.C. § 363(f) at a hearing noticed to creditors of the Debtor (the "Sale Hearing"). 19 The Parties' obligations to consummate the Agreement conditions are 20 conditioned upon the entry of a Final Order by the Court approving the Agreement.
21	Jurisdiction of the Bankruptcy Court	Any and all disputes in connection with the Agreement are subject to the 22 exclusive jurisdiction and venue of the United States Bankruptcy Court, Los Angeles Division.
23	Sale Subject to Overbidding	The sale of ENSI is subject to the Bidding Procedures described below.
24		

25 **2. Overbidding Procedures**

26 The Trustee has determined that it would benefit the Estate to permit all interested parties  
27 to receive information and bid for ENSI instead of selling ENSI to the Buyer on an exclusive  
28 basis. Accordingly, in order to obtain the highest and best offer for the benefit of the creditors of

1 this Estate, the Trustee is utilizing and also seeks Court approval of the following bidding  
2 procedures (“Bidding Procedures”):

3 To qualify to bid, the overbidder must a.) express intent in writing, b.) tender a Bid  
4 Deposit of \$5,000.00 in the form of certified funds to the Trustee’s counsel and c.) provide proof  
5 of funds to Trustee’s counsel on or before the Sale Hearing. Overbids shall be in minimum  
6 increments of \$1,000.00. If the overbidder is the winning bidder for the Estate’s interest in ENSI  
7 at the Sale Hearing, the Bid Deposit of said overbidder shall be non-refundable.

8 **3. Marketing**

9 In an effort to market the Estate’s fractional interest in ENSI, a Notice of Sale of Estate  
10 Property will be filed with the Court for posting on the Court’s website under the link “Current  
11 Notices of Sales,” thereby giving notice to additional interested parties. The Trustee will also  
12 post the sale on the NABT website (which has a national audience and investors interested in  
13 purchasing assets in bankruptcy. Finally, the Trustee and his counsel will forward the Sale  
14 Motion to investors who have contacted them through the years regarding fractional interests in  
15 limited liability companies.

16 Based on the foregoing, the Trustee believes that under the circumstances of this case,  
17 ENSI will have been appropriately marketed for bidding.

18 **III. ARGUMENT**

19 **A. The Court May Authorize the Sale When There is a Good Faith Purchaser**

20 The Trustee may sell property of the estate. 11 U.S.C. § 363(b). The standards to  
21 establish are that there is a sound business purpose for the sale, that the sale is in the best  
22 interests of the estate, i.e., the sale is for a fair and reasonable price, that there is accurate and  
23 reasonable notice to creditors and that the sale is made in good faith. *In re Wilde Horse*  
24 *Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063,  
25 1069 (2d Cir. 1983). Business justification would include the need to close a sale to one of very  
26 few serious bidders where an asset has been shopped and a delay could jeopardize the  
27 transaction. *See, e.g., In re Crowthers McCall Pattner, Inc.*, 114 B.R. 877, 885 (Bankr. S.D.N.Y.  
28

1 1990) (extreme difficulty finding a buyer justified merger when buyer found). The Trustee's  
2 proposed sale of ENSI meets the foregoing criteria, as discussed further below.

3 1. Sound Business Purpose

4 The Ninth Circuit has adopted a flexible, case-by-case test to determine whether the  
5 business purpose for a proposed sale justifies disposition of property of the estate under Section  
6 363(b). *In re Walter*, 83 B.R. 14 (B.A.P. 9th Cir. 1988). In *Walter*, the Ninth Circuit, adopting  
7 the reasoning of the Fifth Circuit in *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir.  
8 1986), and the Second Circuit in *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983), set forth the  
9 following standard to be applied under Bankruptcy Code Section 363(b):

10 Whether the proffered business justification is sufficient depends on the case. As  
11 the Second Circuit held in *Lionel*, the bankruptcy judge should consider all salient  
12 factors pertaining to the proceeding and, accordingly, act to further the diverse  
13 interests of the debtor, creditors and equity holders, alike. He might, for example,  
14 look to such relevant factors as the proportionate value of the assets to the estate  
15 as a whole, the amount of lapsed time since the filing, the likelihood that a plan of  
16 reorganization will be proposed and confirmed in the near future, the effect of the  
17 proposed disposition on future plans of reorganization, the proceeds to be  
18 obtained from the disposition vis-a-vis any appraisals of the property, which of  
19 the alternatives of use, sale or lease the proposal envisions and, most importantly  
20 perhaps, whether the asset is increasingly or decreasing in value. This list is not  
21 intended to be exclusive, but merely to provide guidance to the bankruptcy judge.

17 *Walter*, 83 B.R. at 19-20 (quoting *Continental*, 780 F.2d at 1226).

18 Here, the facts surrounding the sale of ENSI support the Trustee's business decision that  
19 the proposed sale is in the best interest of the Estate and its creditors. Through the sale, the  
20 Trustee expects to generate net proceeds of approximately \$10,000.00. The estimated net  
21 proceeds will benefit the Estate by providing funds for distribution to unsecured creditors. If the  
22 Motion is not approved, then there will be a substantial loss to the Estate. In such event, the  
23 Estate will not receive any benefit from ENSI.

24 Furthermore, the Trustee believes that the proposed sale will be at fair market value  
25 because it is the best offer the Estate has received thus far for ENSI, and the sale is subject to the  
26 Bidding Procedures. Accordingly, the Trustee respectfully submits that, if this Court applies the  
27 good business reason standard suggested by the Second Circuit in *Lionel*, the sale should be  
28 approved.

1           2.     [The Sale Serves the Best Interests of the Estate and Creditors](#)

2           The Trustee believes that it would be in the best interest of the Estate and its creditors to  
3 sell ENSI. The benefits to the Estate, as set forth above, are due to the funds to be generated  
4 from the sale that will be used to pay a distribution to unsecured claims. If the Motion is not  
5 approved, the Estate will not receive the sale proceeds and will likely lose the Buyer. The  
6 Trustee does not want to lose this beneficial business opportunity. Thus, the Trustee has made a  
7 business decision that it is in the best interest of the creditors of the Estate that this Motion be  
8 approved.

9           3.     [Accurate and Reasonable Notice](#)

10          It is expected that notice of this Motion will satisfy the requirements for accurate and  
11 reasonable notice.

12          The notice requirements for sales are set forth in Federal Rules of Bankruptcy Procedure  
13 (“FRBP”) 6004 and 2002. The notice must include the time and place of any public sale and/or  
14 the terms and conditions of any private sale, the time fixed for filing on objections and a general  
15 description of the property. Fed. R. Bankr. P. 2002(c)(1).

16          In compliance with FRBP 2002 and Bankruptcy Code Section 102(1), the Trustee shall  
17 provide notice of the proposed sale of ENSI to creditors and parties in interest. The Notice of  
18 Motion will include a summary of the terms and conditions of the proposed private sale, the time  
19 fixed for filing objections, and a general description of ENSI. The Trustee submits that the  
20 notice requirements will have been satisfied, thereby allowing creditors and parties in interest an  
21 opportunity to object to the sale. Hence, no further notice should be necessary.

22          4.     [The Sale is Made in Good Faith](#)

23          The proposed sale has been brought in good faith and has been negotiated on an “arm’s  
24 length” basis. The court, in *Wilde Horse Enterprises*, set forth the factors in considering whether  
25 a transaction is in good faith. The court stated:

26               “Good faith” encompasses fair value, and further speaks to the integrity of the  
27 transaction. Typical ‘bad faith’ or misconduct, would include collusion between  
28 the seller and buyer, or any attempt to take unfair advantage of other potential  
purchasers. . . . and, with respect to making such determinations, the court and

1 creditors must be provided with sufficient information to allow them to take a  
2 position on the proposed sale.

3 *Id.* at 842 (citations omitted).

4 In the present case, the negotiation of the proposed sale was an arms-length transaction.  
5 The sale price for the ENSI is the highest and best, which will benefit the Estate. As set forth in  
6 the Notice of the Motion, the creditors will have been provided with sufficient notice of the sale.  
7 Additionally, the Buyers have filed declarations in support of the Motion confirming their status  
8 as good faith buyers pursuant to Section 363(m) of the Bankruptcy Code. Therefore, the sale is  
9 in good faith and should be approved. Accordingly, the Trustee requests such a finding pursuant  
10 to Bankruptcy Code Section 363(m).

11 **B. The Proposed Sale Is “As Is Where Is” With Any And All Encumbrances**

12 The Trustee is not aware of any liens and encumbrances impacting ENSI.  
13 Notwithstanding, the sale is “as is where is” with no representations or warranties. To the extent  
14 that there are any liens or encumbrances, the Trustee is selling the Estate’s fraction interest in  
15 ENSI subject to all liens and encumbrances.

16 **C. The Court as the Authority to Approve the Bidding Procedures**

17 Implementation of the Bidding Procedures is an action outside of the ordinary course of  
18 the business. Bankruptcy Code Section 363(b)(1) provides that a trustee “after notice and  
19 hearing, may use, sell or lease, other than in the ordinary course of business, property of the  
20 estate.” 11 U.S.C. § 363(b)(1). Furthermore, under Bankruptcy Code Section 105(a), “[t]he  
21 court may issue any order, process, or judgment that is necessary or appropriate to carry out the  
22 provisions of this title.” 11 U.S.C. § 105(a). Thus, pursuant to Bankruptcy Code sections  
23 363(b)(1) and 105(a), this Court may approve the Bidding Procedures, which assist the Trustee  
24 to obtain the best possible price on the best possible terms for ENSI.

25 **D. The Court has the Authority to Waive the Fourteen-Day Stay of Sale**

26 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the  
27 use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days  
28 after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P. 6004(h).

1 The Trustee desires to close the sale of ENSI as soon as practicable after entry of an order  
2 approving the sale. Accordingly, the Trustee requests that the Court, in the discretion provided it  
3 under Federal Rule of Bankruptcy Procedure 6004(h), waive the fourteen-day stay requirement.

4 **IV. CONCLUSION**

5 **WHEREFORE**, based upon the foregoing, the Trustee respectfully submits that good  
6 cause exists for granting the Motion and requests that the Court enter an order as follows:

7 1. Authorizing the Trustee to sell ENSI to the Buyers pursuant to the terms and  
8 conditions as set forth in the Agreement attached as **Exhibit 1** to the Leslie Declaration.

9 2. Authorizing the sale of ENSI on an “as is where is” basis with no representations  
10 or warranties.

11 3. Authorizing the Trustee to sign any and all documents convenient and necessary  
12 in pursuit of the sale as set forth above, including, but not limited to, any and all conveyances  
13 contemplated by the Agreement attached as **Exhibit 1** to the Leslie Declaration.

14 4. A determination by the Court that Buyers are good faith purchasers pursuant to  
15 Bankruptcy Code Section 363(m).

16 5. Waiving the fourteen day stay of the order approving the sale of ENSI under  
17 Federal Rules of Bankruptcy Procedure 6004(h).

18 6. For such other and further relief as the Court deems just and proper under the  
19 circumstances of this case.

20  
21 **SHULMAN HODGES & BASTIAN LLP**

/s/ Elyza P. Eshaghi

22 Dated: November 21, 2014

23 Leonard M. Shulman  
24 Lynda T. Bui  
25 Elyza P. Eshaghi  
26 General Counsel for Sam S. Leslie, Chapter 7 Trustee  
27 for the bankruptcy estate of Enrique Ibarra and Silvia Ibarra  
28

**DECLARATION OF SAM S. LESLIE**

I, Sam S. Leslie, declare and state as follows:

1. I am the duly appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate (“Estate”) of Enrique Ibarra and Silvia Ibarra (“Debtors”). I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto, except where matters are stated on information and belief, in which case I am informed and believe that the facts so stated are true and correct.

2. I make this Declaration in support of my Motion To Sell Estate Property (“Motion”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Motion.

3. A true and correct copy of the Sales and Purchase Agreement for the Estate’s interest in ENSI is attached hereto as **Exhibit “1.”**

4. A true and correct copy of Form 6004-2 (without the Exhibit of the Motion) is incorporated herein and attached as **Exhibit “2.”**

5. I received an offer from the Buyers to purchase ENSI for \$10,000.00. The Buyers’ offer is the highest and best offer the Estate has received for ENSI. In evaluating the Buyer’s purchase offer, I reviewed: (1) ENSI’s balance income statement for the six months ending June 30, 2014, (2) ENSI’s June 30, 2014 balance sheet, and (3) ENSI’s 2013 Federal Tax Returns. Based on my evaluation of ENSI’s assets and liabilities, I determined that \$10,000.00 was a fair offer for the Estate’s fractional interest. Through the sale, I expect to generate proceeds of \$10,000.00 which will benefit the Estate by allowing for a meaningful distribution to unsecured claims.

6. I have received no other offers for ENSI. Additionally, I am seeking potential bidders for ENSI. It would benefit the Estate to permit all interested parties to receive information and bid for ENSI instead of selling ENSI to the Buyer on an exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the creditors of this Estate, we will employ the following Bidding Procedures set forth in the Motion. Specifically, to qualify to bid, the overbidder must a.) express their intent in writing, b.) tender a Bid Deposit of

1 \$5,000.00 in the form of certified funds to my counsel and c.) provide proof of funds to my  
2 counsel on or before the Sale Hearing. Overbids shall be in minimum increments of \$1,000.00.  
3 If the overbidder is the winning bidder for the Estate's interest in ENSI at the Sale Hearing, the  
4 Bid Deposit of said overbidder shall be non-refundable.

5 7. In an effort to market the Estate's fractional interest in ENSI, a Notice of Sale of  
6 Estate Property will be filed with the Court for posting on the Court's website under the link  
7 "Current Notices of Sales," thereby giving notice to additional interested parties. We will also  
8 post the sale on the NABT website. Finally, my counsel and I will forward the Motion to  
9 investors who have contacted us through the years regarding fractional interests in limited  
10 liability companies. Based on the foregoing, the I believe that ENSI will be appropriately  
11 marketed for bidding

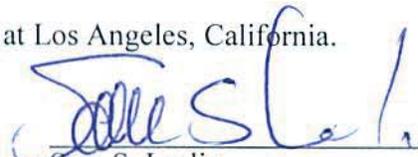
12 8. I believe that good cause exists to grant the Motion including approval of the  
13 Bidding Procedures to ensure receiving the highest and best offer for ENSI.

14 9. I am seeking to sell the Estate's interest in ENSI on an "as is where is" basis with  
15 no representations or warranties.

16 10. For the reasons set forth in the Motion and this Declaration, I respectfully request  
17 that the Court grant the Motion so that I do not lose this favorable business opportunity to net  
18 sufficient funds to provide a meaningful distribution to unsecured creditors.

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

21 Executed on November 18, 2014, at Los Angeles, California.

22   
23 \_\_\_\_\_  
24 Sam S. Leslie

**EXHIBIT “1”**

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made as of September 19, 2014, by and between Sam S. Leslie, solely in his capacity as the Chapter 7 Trustee ("Trustee" or "Seller") for the bankruptcy estate ("Estate") of Enrique Ibarra and Silvia Ibarra ("Debtors") in the case entitled *In re Enrique and Silvia Ibarra* Case No. 2:14-bk-11105-RN, on the one hand, and Luis M. Chong and Francisco Lara, individuals (referred to herein as "Buyers"), on the other hand (collectively referred to herein as the "Parties" or may sometimes be referred to individually as "Party").

### I. RECITALS

This Agreement is made by the Parties hereto with reference to the following facts:

1.1 Debtor is the record and beneficial owner of thirty-three point thirty-three (33.33%) of the outstanding membership interests in ENSI Group, L.L.C., a California limited liability company ("ENSI").

1.2 The Buyers are record and beneficial owners of a collective sixty-six point sixty-six percent (66.66%) outstanding membership interest in ENSI.

1.3 Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code on January 21, 2014 ("Petition Date"). The bankruptcy case is titled *In re Enrique and Silvia Ibarra*, Case No. 2:14-bk-11105-RN, pending in the United States Bankruptcy Court for the Central District of California, Los Angeles Division ("Bankruptcy Court").

1.4 Trustee is the duly appointed, qualified and acting Chapter 7 Trustee for the Debtors' Estate and is authorized to administer the assets of the Estate.

1.5 Seller, solely in his capacity as the Chapter 7 Trustee for the Debtors' Estate, desires to sell to Buyers, and Buyers desire to purchase from Seller, the Estate's thirty-three point thirty-three (33.33%) membership interest in ENSI (the "Purchased Interest"), free and clear of all liens, claims, encumbrances, charges and interests, in exchange for the consideration described herein.

### II. AGREEMENT

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the adequacy of which is hereby acknowledged by each party hereto, and in consideration of the mutual promises and covenants set forth below, the Parties hereto agree as follows:

2.1 Payment. The Trustee agrees to sell, and the Buyers agree to purchase, the Estate's interest in ENSI for Ten Thousand Dollars (\$10,000.00) on an "as is where is" basis, without any warranties either express or implied, in immediately available and good funds via cashier's check), or an amount as increased by a successful overbid to be paid by the Buyers (provided Buyers are the successful bidder) upon the entry of a Final Order (the "Payment"). Upon receipt of the Payment, the Trustee shall issue to Buyers an Assignment Separate from Certificate in the form of the attached as Exhibit A to the Agreement.

2.2 Definition of the term "Final Order." The term "Final Order" shall mean an order entered by the Court which approves this Agreement without modification, and which is not the subject of a stay or a notice of appeal for a period of fourteen (14) days after the date of its entry.

2.3 Court Approval. The Agreement is subject to overbid and Court approval under 11 U.S.C. § 363(f) at a hearing noticed to creditors of the Debtor (the "Sale Hearing"). The Parties' obligations to consummate the Agreement conditions are conditioned upon the entry of a Final Order by the Court approving the Agreement.

2.4 Overbids. Overbids shall be in increments of \$1,000.00. The overbidder must tender a Bid Deposit of \$5,000.00 in the form of certified funds to the Trustee's counsel on or before the Sale Hearing in order to bid for the Estate's interest in ENSI. If the overbidder is the winning bidder for the Estate's interest in ENSI at the Sale Hearing, the Bid Deposit of said overbidder shall be non-refundable.

2.5 Warranties. Each party warrants that: she/he/it has full authority to enter into this Agreement; that she/he/it has not assigned or conveyed her/his/its rights to any claim released herein to any other person; that she/he/it is executing this Agreement voluntarily and providing consent unaffected by duress or undue influence; that she/he/it has read this entire Agreement, paragraph by paragraph, and executes it only after being fully advised by counsel; that she/he/it fully understands the meaning of each term in this Agreement and fully understands that this Agreement is a full, final, and complete and integrated Agreement which can only be modified in a written document signed by all of the executing Parties; that she/he/it has neither received nor relied on any promises or representations outside the terms of this Agreement and agrees that none may be offered as evidence of the executing Parties' intentions herein.

2.6 Purchases without Warranties. Buyers acknowledge that they are purchasing the Estate's interest in ENSI on an "as is, where is" basis, without any warranties, either express or implied. Buyers forever waive, for themselves, their heirs, successors and assigns, all claims against the Trustee, his attorneys, agents and employees, arising or which might otherwise arise in the future concerning the Estate's Interest in ENSI.

2.7 Trustee's Liability. Buyers acknowledge that the Trustee is acting in his official capacity only. No professional liability shall be sought or enforced against the Trustee with regard to the Agreement. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return the money tendered to the Trustee by Buyers, without deduction.

2.8 Retention of Jurisdiction. The Court shall retain jurisdiction to consider any dispute arising out of this Agreement or the performance thereof.

2.9 General Provisions.

2.9.1 Additional Documents. Each Party shall, on request of the other Party, take such actions and execute such documents as may be reasonably necessary to carry out the purpose of this Agreement.

2.9.2 Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

2.9.3 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

2.9.4 Entire Agreement. This Agreement may be amended, altered, waived, or cancelled, in whole or part, only by a writing signed by all Parties.

2.9.5 Counterparts. This Agreement may be signed in counterparts, all of which together shall constitute one document.

2.9.6 Drafting. The Parties have all participated in the drafting of this Agreement and agree that any rule providing for construction against the drafting party shall not apply to this Agreement.

**BY SIGNING THIS AGREEMENT WHERE INDICATED BELOW, I CERTIFY THAT I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ALL THE WORDS, LANGUAGE, TERMS AND CONDITIONS CONTAINED HEREIN AND THAT I AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.**

Dated: September, 2014

\_\_\_\_\_  
Sam S. Leslie,  
Solely in his capacity as the Chapter 7 Bankruptcy Trustee for  
the bankruptcy estate of Enrique Ibarra and Silvia Ibarra

Dated: September 30, 2014

\_\_\_\_\_  
Luis M. Cheng

Dated: September 30, 2014

\_\_\_\_\_  
Francisco Lara

**APPROVED AS TO CONTENT AND FORM:**

Dated: September, 2014

**SHULMAN HODGES & BASTIAN LLP**

By:

\_\_\_\_\_  
Leonard M. Shulman  
Lynda T. Bui  
Elyza P. Eshaghi  
Counsel for Chapter 7 Trustee

Dated: September 30, 2014

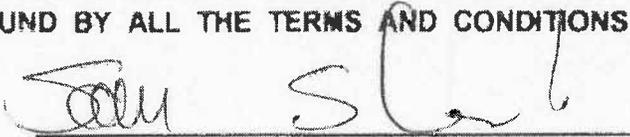
\_\_\_\_\_  
Robert Pacheco, Esq.

296 Drafting. The Parties have all participated in the drafting of this Agreement and agree that any rule providing for construction against the drafting party shall not apply to this Agreement.

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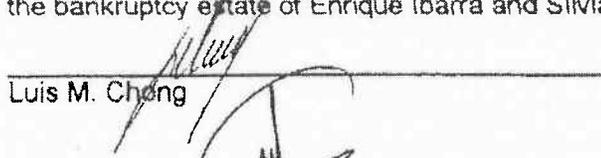
Dated: September , 2014

*October 7,*



Sam S. Leslie,  
Solely in his capacity as the Chapter 7 Bankruptcy Trustee for  
the bankruptcy estate of Enrique Ibarra and Silvia Ibarra

Dated: September , 2014



Luis M. Cheng

Dated: September , 2014



Francisco Lara

**APPROVED AS TO CONTENT AND FORM:**

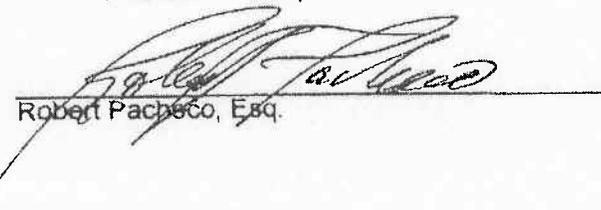
Dated: September , 2014

**SHULMAN HODGES & BASTIAN LLP**

By:

\_\_\_\_\_  
Leonard M. Shulman  
Lynda T. Bui  
Elyza P. Eshaghi  
Counsel for Chapter 7 Trustee

Dated: September , 2014



Robert Pacheco, Esq.

2.9.6 Drafting. The Parties have all participated in the drafting of this Agreement and agree that any rule providing for construction against the drafting party shall not apply to this Agreement.

**BY SIGNING THIS AGREEMENT WHERE INDICATED BELOW, I CERTIFY THAT I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ALL THE WORDS, LANGUAGE, TERMS AND CONDITIONS CONTAINED HEREIN AND THAT I AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.**

Dated: September , 2014

\_\_\_\_\_  
Sam S. Leslie,  
Solely in his capacity as the Chapter 7 Bankruptcy Trustee for  
the bankruptcy estate of Enrique Ibarra and Silvia Ibarra

Dated: September , 2014

\_\_\_\_\_  
Luis M. Chong

Dated: September , 2014

\_\_\_\_\_  
Francisco Lara

**APPROVED AS TO CONTENT AND FORM:**

Dated: ~~September~~ , 2014  
*October 2*

**SHULMAN HODGES & BASTIAN LLP**

By: \_\_\_\_\_

  
Leonard M. Shulman  
Lynda T. Bui  
Elyza P. Eshaghi  
Counsel for Chapter 7 Trustee

Dated: September , 2014

\_\_\_\_\_  
Robert Pacheco, Esq.

**EXHIBIT “2”**

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Leonard M. Shulman – Bar No. 126349 Lynda T. Bui – Bar No. 201002 Elyza P. Eshaghi – Bar No. 293395 SHULMAN HODGES &amp; BASTIAN LLP 8105 Irvine Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: lshulman@shbllp.com; lbui@shbllp.com; eeshaghi@shbllp.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Sam S. Leslie, Chapter 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
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<p><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</b></p>	
<p>In re: ENRIQUE IBARRA and SILVIA IBARRA,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:14-bk-11105-RN CHAPTER: 7</p> <p style="text-align: center;"><b>AMENDED NOTICE OF SALE OF ESTATE PROPERTY</b></p>

<p><b>Sale Date:</b> 01/15/2015</p>	<p><b>Time:</b> 9:00 am</p>
<p><b>Location:</b> 255 E. Temple Street, Suite 1652, Los Angeles, CA 90012</p>	

**Type of Sale:**  Public  Private      **Last date to file objections:** 12/31/2014

**Description of property to be sold:**

The Estate's 33.33% interest in ENSI Group, a California Limited Liability Company ("ENSI") pursuant to the terms of the purchase and sale agreement (the "Agreement"). See copy of the Chapter 7 Trustee's Notice of Motion and Motion to Sell Estate Property; Memorandum of Points and Authorities; Declaration Sam S. Leslie in Support Thereof ("Motion") attached hereto.

**Terms and conditions of sale:** See attached Motion.

**Proposed sale price:** \$ 10,000.00

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

**Overbid procedure (if any):** See attached Motion.

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

See attached Motion:

Date: December 16, 2014

Time: 9:00 a.m.

Place: Courtroom 1645

255 E. Temple Street, Suite 1652

Los Angeles, CA 90012

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

Elyza P. Eshaghi

SHULMAN HODGES & BASTIAN LLP

8105 Irvine Center Drive, Suite 600

Irvine, California 92618

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: eeshaghi@shbllp.com

Date: 11/21/2014

**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:  
**8105 Irvine Center Drive, Suite 600, Irvine, CA 92618**

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 stated 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*) **November 21, 2014**, 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:

- Elyza P Eshaghi eeshaghi@shbllp.com, sswartzell@shbllp.com
- Raymond Gaitan rgaitan628@aol.com
- Marian Garza ecfnotices@ascensioncapitalgroup.com
- Sam S Leslie (TR) sleslie@trusteeleslie.com, sleslie@ecf.epiqsystems.com;trustee@trusteeleslie.com
- Leonard M Shulman lshulman@shbllp.com
- Ramesh Singh claims@recoverycorp.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Robert G Uriarte robert@uriarte-wood.com

Service information continued on attached page

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

On (*date*) **November 21, 2014**, 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*) **November 21, 2014**, 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.

Served by Personal Delivery  
US Bankruptcy Court  
Attn: Hon. Richard M. Neiter  
Bin Outside of Courtroom 1652

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.

November 21, 2014 Steven P. Swartzell  
*Date Printed Name*

/s/ Steven P. Swartzell  
*Signature*

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

**DEBTORS**

ENRIQUE & SILVIA IBARRA  
2819 SOUTH HARCOURT AVENUE  
LOS ANGELES, CA 90016-3527

**COUNSEL FOR DEBTORS**

RAYMOND GAITAN  
1855 W KATELLA AVENUE SUITE 365  
ORANGE, CA 92867-3475

**CHAPTER 7 TRUSTEE**

SAM S LESLIE (TR)  
3435 WILSHIRE BLVD., SUITE 990  
LOS ANGELES, CA 90010-1998

**INTERESTED PARTIES**

UNITED STATES TRUSTEE (LA)  
915 WILSHIRE BLVD, SUITE 1850  
LOS ANGELES, CA 90017-3560

**CREDITOR**

BMW FINANCIAL SERVICES NA, LLC  
C/O ASCENSION CAPITAL GROUP  
P.O. BOX 201347  
ARLINGTON, TX 76006-1347

**CREDITOR**

EMPLOYMENT DEVELOPMENT DEPT.  
BANKRUPTCY GROUP MIC 92E  
P.O. BOX 826880  
SACRAMENTO, CA 94280-0001

**ACCOUNTANT**

LEA ACCOUNTANCY, LLP  
3435 WILSHIRE BLVD., SUITE 990  
LOS ANGELES, CA 90010-1998

**CREDITOR**

LOS ANGELES CITY CLERK  
P.O. BOX 53200  
LOS ANGELES, CA 90053-0200

**CREDITOR**

FRANCHISE TAX BOARD  
BANKRUPTCY SECTION MS: A-340  
P.O. BOX 2952  
SACRAMENTO, CA 95812-2952

**CREDITOR**

RECOVERY MANAGEMENT SYSTEMS  
CORPORATION  
25 SE 2ND AVENUE, SUITE 1120  
MIAMI, FL 33131-1605

**CREDITOR**

LOS ANGELES DIVISION  
255 EAST TEMPLE STREET,  
LOS ANGELES, CA 90012-3332

**CREDITOR**

BMW FINANCIAL SERVICES  
CUSTOMER SERVICES CENTER  
PO BOX 3608  
DUBLIN, OH 43016-0306

**CREDITOR**

BANK OF AMERICA  
PO BOX 982238  
EL PASO TX 79998-2238

**CREDITOR**

FIRST BANK  
600 JAMES S MCDONNELL BLVD  
HAZELWOOD, MO 63042-2302

**CREDITOR**

FIRST BANK  
P.O. BOX 2557  
OMAHA, NE 68103-2557

**CREDITOR**

FIRST NATIONAL BANK OF OMAHA  
1620 DODGE STREET  
STOP CODE 3105  
OMAHA, NE 68197-0003

**CREDITOR**

FRANCISCO LARA  
2047 MIRAMONTE COURT  
CHINO HILLS, CA 91709-1330

**CREDITOR**

HALL LAW CORPORATION  
400 CONTINENTAL BLVD.  
EL SEGUNDO, CA 90245-5074

**CREDITOR**

INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY  
OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

**CREDITOR**

LUIS M. CHONG  
CARRETERA MEXICO TOLUCA 1232 DEPT.  
11910 MIGUEL HIDALGO DF, MX

**CREDITOR**

MINI OF UNIVERSAL CITY  
4270 LANKERSHIM BLVD  
NORTH HOLLYWOOD, CA 91602-2742

**CREDITOR**

RECOVERY MANAGEMENT SYSTEMS  
CORPORATION  
25 S.E. 2ND AVENUE, SUITE 1120  
MIAMI, FL 33131-1605

**CREDITOR**

ROBERT PACHECO  
LAW OFFICES OF PACHECO AND  
PACHECO  
161 COMMERCE WAY  
WALNUT, CA 91789-2719

**CREDITOR**

VOLKSWAGON CREDIT  
P.O. BOX 5215  
CAROL STREAM, IL 60197-5215

RETURN MAIL