

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Peter J. Mastan, Trustee 550 S. Hope St., Suite 1765 Los Angeles, CA 90071 (213) 452-4928 travis@gumportlaw.com <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: GUILLERMO SALAS FRIAS and JOSEFINA SALAS Debtor(s).	CASE NO.: 2:15-bk-20339-RK CHAPTER: 7 <p style="text-align: center;">AMENDED NOTICE OF SALE OF ESTATE PROPERTY</p>

Sale Date:	Time:
Location: 2011 Mercedes-Benz C300	

Type of Sale: Public Private **Last date to file objections:** 01/19/2016

Description of property to be sold: 2011 Mercedes-Benz C300

Terms and conditions of sale: "AS IS" and "WHERE IS" basis, subject to all existing encumbrances, liens, claims and restrictions thereon, if any.

Proposed sale price: \$ 8,000.00

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): Initial overbid of \$9,000 plus Debtor's exemptions of \$2,725. Subsequent bids may be made in \$500 increments. Payment in full by cashier's check must be tendered at the hearing, which will be set upon receipt of initial bid by Trustee.

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

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

Peter J. Mastan
550 S. Hope St., Suite 1765
Los Angeles, CA 90071
(213) 452-4928
travis@gumportlaw.com

Date: 12/30/2015

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

E-FILED
DATE: 12/30/15

1 Peter J. Mastan, Trustee
travis@gumportlaw.com
2 550 South Hope Street, Suite 1765
Los Angeles, California 90071-2627
3 Telephone: (213) 452-4928

4 Chapter 7 Trustee of the Bankruptcy
Estate of Guillermo Salas Frias
5 and Josefina Salas

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

11 In re

12
13 **GUILLERMO SALAS FRIAS**
14 **and JOSEFINA SALAS,**

15 Debtors.
16
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18

Bk. No.: 2:15-bk-20339-RK

CHAPTER 7

**NOTICE OF MOTION AND MOTION
TO APPROVE ASSIGNMENT
AGREEMENT BETWEEN THE
TRUSTEE AND DEBTORS FOR THE
TRUSTEE'S CONVEYANCE OF THE
ESTATE'S INTEREST IN A 2011
MERCEDES-BENZ C300;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
PETER J. MASTAN; AND EXHIBITS**

[No hearing is requested or required]

DATE:

TIME:

**PLACE: Courtroom 1675
255 E. Temple Street
Los Angeles, CA 90012
[Judge Robert N. Kwan]**

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1 **TO THE DEBTORS, THE OFFICE OF THE UNITED STATES TRUSTEE, ALL**
2 **POTENTIAL CREDITORS OF THE ESTATE, ALL OTHER INTERESTED**
3 **PARTIES, AND COUNSEL OF RECORD:**

4 **NOTICE IS HEREBY GIVEN** that, on December 29, 2015, Peter J. Mastan,
5 Chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Guillermo
6 Salas Frias and Josefina Salas (the "Debtors"), filed a motion (the "Motion") for an order
7 that does each of the following:

8 (1) Approves the Assignment Agreement (the "Agreement") attached as
9 **Exhibit 1.**

10 (2) Authorizes the Trustee to make the assignment of the Estate's interest in the
11 vehicle described as a 2011 Mercedes-Benz C300, VIN#WDDGF5EB0BR179522 (the
12 "Vehicle") for \$8,000, on an "AS IS" and "WHERE IS" basis, subject to all existing
13 encumbrances, liens, claims and restrictions thereon, if any.

14 (3) Determines that the Agreement was made in good faith in an arm's-length
15 transaction and that the assignee of the Estate's interest in the Vehicle (whether the
16 Debtors, or a successful overbidder) is acting in good faith within the meaning of
17 11 U.S.C. § 363(m).

18 (4) Determines that adequate notice of the Motion was given.

19 (5) Authorizes the Trustee to perform the terms of the Agreement and to sign
20 all such documents that are reasonably necessary to perform the Trustee's obligations
21 under the Agreement.

22 (6) Reserves Bankruptcy Court jurisdiction to enforce the Agreement.

23 (7) Approves the following overbid procedure:

24 (a) any initial overbid for an assignment of the Estate's interest in the
25 Vehicle must be in an amount at least \$1,000 greater than the amount to be paid by
26 Debtors under this Agreement (i.e., in an amount not less than \$9,000, plus Debtors'
27 claimed exemptions of \$2,725);

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1 (b) any overbid must be received by the Trustee within 17 days after
2 service of this notice;

3 (c) in the event that the Trustee receives an overbid, the Trustee will
4 request a hearing from the Court.

5 (d) in the event that the Trustee receives multiple overbids, any
6 subsequent overbids must be made in Court at the time of the hearing on the Motion and
7 must be made in minimum increments of \$500;

8 (e) any overbid must be accompanied by a certified or cashier's check in
9 the full amount of that bid and the successful overbidder must pay to the Trustee by
10 certified or cashier's check the full price of the assignment at the time of the hearing on
11 the Motion;

12 (f) any sale at overbid will be all cash "AS IS", "WHERE IS", subject to
13 all claims, liens, encumbrances, and other interests, with all faults and without any
14 representation or warranty whatsoever, whether express or implied, including without
15 limitation, without warranty as to functionality, merchantability, or fitness for a particular
16 purpose and;

17 (g) the Trustee may exercise his discretion to reject a particular overbid
18 that is not both higher and better (based upon all of the circumstances) than the Debtors'
19 offer or the offer of other overbidders.

20 (8) Authorizes the Trustee to close the proposed assignment of the Estate's
21 interest in the Vehicle to the Debtors (or the successful overbidder) unless an appeal of
22 the order authorizing that sale is timely filed and a stay pending appeal is entered.

23 (9) Waives the 14-day stay of orders for the disposition of Estate property set
24 forth in Fed.R.Bankr.P. 6004(h).

25 NOTICE IS FURTHER GIVEN that in the event that no overbid or objection is
26 received by the Trustee within 17 days after service of the Notice of Motion, the Trustee
27 will submit a declaration of non-opposition to the Court, and lodge an order which seeks
28 the relief set forth above.

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1 **NOTICE IS FURTHER GIVEN** that the Motion is made pursuant to 11 U.S.C.
2 §§ 363(b) and 363(m), Federal Rules of Bankruptcy Procedure 2002 and 6004, and Local
3 Bankruptcy Rules 6004-1 and 9013-1 on the grounds that the proposed assignment is in
4 the best interests of the Estate in that it will maximize the value to unsecured creditors of
5 the Estate's interest in the Vehicle.

6 **NOTICE IS FURTHER GIVEN** that the Motion is based on (a) this Notice of
7 Motion; (b) the attached Memorandum of Points and Authorities, Declaration of Peter J.
8 Mastan, and Exhibits; (c) the concurrently filed Notice of Filing of the Motion; (d) the
9 pleadings on file with the Court of which the Court is requested to take judicial notice;
10 and (e) such further evidence that may be properly submitted prior to or at any hearing on
11 the Motion.

12 **NOTICE IS FURTHER GIVEN** that, pursuant to Local Bankruptcy Rule
13 9013-1(f), any opposition to the Motion must be in writing; must be filed with the
14 Court and served upon the Trustee, the Office of the United States Trustee, and the
15 Debtors at the addresses set forth below not later than 17 days after service of the
16 Notice of Filing; and must include a complete written statement of all reasons in
17 opposition thereto or in support or joinder thereof, declarations and copies of all
18 photographs and documentary evidence on which the responding party intends to
19 rely, and any responding memorandum of points and authorities:

20 **For Filing With the Court**
21 Clerk's Office
22 United States Bankruptcy Court
23 255 E. Temple Street
24 Los Angeles, California 90012

For Service on the Honorable
Robert N. Kwan, United States
Bankruptcy Judge
Hon. Robert N. Kwan
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal
Building and Courthouse
255 E. Temple Street, Suite 1682
Los Angeles, CA 90012

25 **For Service on the Trustee**
26 Peter J. Mastan, Trustee
27 550 South Hope Street, Suite 1765
28 Los Angeles, California 90071-2627

For Service on Office of U.S. Trustee
Office of the U.S. Trustee
915 Wilshire Blvd., Suite 1850
Los Angeles, CA 90017

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1 **For Service on the Debtors**

2 Patrick P. Frawley, Esq.
3 Law Offices of Patrick Frawley
21243 Ventura Blvd., Suite 210
4 Woodland Hills, CA 91364

5 and

6 Guillermo Salas Frias
7 Josefina Salas
8 612 W. 235 St.
9 Carson, CA 90745

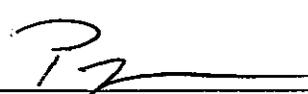
10 **NOTICE IS FURTHER GIVEN that, pursuant to Local Bankruptcy Rule**
11 **9013-1(h), failure to timely file and serve an objection may be deemed by the Court**
12 **to be consent to granting the Motion.**

13 DATED: December 29, 2015

14 Respectfully submitted,

15 CHAPTER 7 TRUSTEE

16 By: _____

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18 Peter J. Mastan
19 Chapter 7 Trustee of the Bankruptcy
20 Estate of Guillermo Salas Frias and
21 Josefina Salas
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Peter J. Mastan, Chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Guillermo Salas Frias and Josefina Salas (the "Debtors"), submits this Memorandum of Points and Authorities in support of his motion (the "Motion") for an order that:

- (1) Approves the Assignment Agreement (the "Agreement") attached as **Exhibit 1.**
- (2) Authorizes the Trustee to make the assignment of the Estate's interest in the vehicle described as a 2011 Mercedes-Benz C300, VIN#WDDGF5EB0BR179522 (the "Vehicle") for \$8,000 on an "AS IS" and "WHERE IS" basis, subject to all existing encumbrances, liens, claims and restrictions thereon, if any.
- (3) Determines that the Agreement was made in good faith in an arm's-length transaction and that the assignee of the Estate's interest in the Vehicle (whether the Debtors, or a successful overbidder) is acting in good faith within the meaning of 11 U.S.C. § 363(m).
- (4) Determines that adequate notice of the Motion was given.
- (5) Authorizes the Trustee to perform the terms of the Agreement and to sign all such documents that are reasonably necessary to perform the Trustee's obligations under the Agreement.
- (6) Reserves Bankruptcy Court jurisdiction to enforce the Agreement.
- (7) Approves the following overbid procedure:
 - (a) any initial overbid for an assignment of the Estate's interest in the Vehicle must be in an amount at least \$1,000 greater than the amount to be paid by Debtors under this Agreement (i.e., in an amount not less than \$9,000, plus Debtors' claimed exemptions of \$2,725);
 - (b) any overbid must be received by the Trustee within 17 days after service of this notice;

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1 (c) in the event that the Trustee receives an overbid, the Trustee will
2 request a hearing from the Court.

3 (d) in the event that the Trustee receives multiple overbids, any
4 subsequent overbids must be made in Court at the time of the hearing on the Motion and
5 must be made in minimum increments of \$500;

6 (e) any overbid must be accompanied by a certified or cashier's check in
7 the full amount of that bid and the successful overbidder must pay to the Trustee by
8 certified or cashier's check the full price of the assignment at the time of the hearing on
9 the Motion;

10 (f) any sale at overbid will be all cash "AS IS", "WHERE IS", subject to
11 all claims, liens, encumbrances, and other interests, with all faults and without any
12 representation or warranty whatsoever, whether express or implied, including without
13 limitation, without warranty as to functionality, merchantability, or fitness for a particular
14 purpose and;

15 (g) the Trustee may exercise his discretion to reject a particular overbid
16 that is not both higher and better (based upon all of the circumstances) than the Debtors'
17 offer or the offer of other overbidders.

18 (8) Authorizes the Trustee to close the proposed assignment of the Estate's
19 interest in the Vehicle to the Debtors (or the successful overbidder) unless an appeal of
20 the order authorizing that sale is timely filed and a stay pending appeal is entered.

21 (9) Waives the 14-day stay of orders for the disposition of Estate property set
22 forth in Fed.R.Bankr.P. 6004(h).

23 The Trustee received an offer from the Debtors to acquire the Estate's interest in
24 the Vehicle for the amount of \$6,000, which amount the Trustee negotiated up to \$8,000,
25 in addition to Debtors' claimed exemptions. The Trustee has not received any other
26 offers for the Vehicle. The Trustee has considered (1) the potential fair market value of
27 the Vehicle, (2) the scheduled exemptions, (3) the absence of any scheduled liens against
28 the Vehicle, and (4) the costs of sale of the Vehicle on the open market. Based thereon,

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1 the Trustee believes that the proposed assignment of the Estate's right, title, and interest
2 in and to the Vehicle to the Debtors for \$8,000, in addition to Debtors' claimed
3 exemptions of \$2,725, will maximize the value of the Estate's interest in the Vehicle.

4 **II. STATEMENT OF FACTS**

5 **A. Procedural History**

6 On June 29, 2015, the Debtors filed a voluntary petition for relief under Chapter 7
7 of the Bankruptcy Code. Mastan Decl., ¶ 3. The Trustee was appointed to administer the
8 Estate. *Id.*

9 **B. The Vehicle**

10 On June 29, 2015, the Debtors filed their schedules of assets and liabilities (the
11 "Schedules"). Mastan Decl., ¶ 4. On September 8, 2015, the Debtors filed an Amended
12 Schedule B. Mastan Decl., ¶ 5. Schedule B identifies a 2011 Mercedes-Benz C300 (i.e.,
13 the "Vehicle") and a 2000 Windstar with a combined value for both vehicles of \$11,000.¹
14 Ex. 2. Schedule C reflects a claimed exemption of \$2,725 in the Vehicle, and a stated
15 value for the Vehicle of \$10,000. *Id.* Schedule D does not schedule any liens against the
16 Vehicle. *Id.*

17 On August 5, 2015, the Trustee conducted the first § 341(a) meeting of creditors in
18 the case. Mastan Decl., ¶ 6. The Trustee continued the meeting to September 10, 2015
19 for the production of certain documents and for the Debtors to obtain a Carmax valuation
20 for the Vehicle. *Id.* The Debtors provided that Carmax valuation to the Trustee, which
21 reflected an appraised value for the Mercedes of \$13,000. Ex. 4.

22 The Trustee negotiated with the Debtors for their acquisition of the Estate's right,
23 title, and interest in the Vehicle for \$8,000 in addition to Debtors' claimed exemptions of
24 \$2,725, subject to Bankruptcy Court approval and overbid. Mastan Decl., ¶¶ 2 and 7.

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27 ¹ The Debtor's Amended Schedule B does not change the scheduled value of the
28 vehicles.

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1 **III. SUMMARY OF ASSIGNMENT AGREEMENT**

2 Subject to Bankruptcy Court approval and overbid, and on the terms set forth in
3 **Exhibit 1**, the Trustee intends to assign to the Debtors the Estate's right, title, and interest
4 in and to the Vehicle. The proposed assignment will be on an "AS IS" and "WHERE IS"
5 basis, and subject to all existing liens, if any. In return for the assignment, the Debtors
6 will pay to the Estate (and have already paid to the Estate) \$8,000.

7 *The foregoing is a summary of the proposed assignment. All interested persons*
8 *are encouraged to read the assignment agreement attached hereto as Exhibit 1. The*
9 *terms of the attached agreement control over this summary.*

10 **IV. THE COURT SHOULD AUTHORIZE THE TRUSTEE TO SELL THE**
11 **ESTATE'S INTEREST IN THE VEHICLE TO THE DEBTORS OR A**
12 **SUCCESSFUL OVERBIDDER**

13 **A. Standards For Approval of Sale Outside the Ordinary Course of**
14 **Business**

15 Bankruptcy code § 704 requires a Chapter 7 Trustee to, among other things,
16 "collect and reduce to money the property of the estate." See 11 U.S.C. § 704(a)(1).

17 A trustee is empowered to sell the estate's assets out of the ordinary course of
18 business. 11 U.S.C. § 363(b). *In re Ionosphere Clubs, Inc.*, 184 B.R. 648, 653 (S.D.N.Y.
19 1995). Approval of such a sale is within the sound discretion of the Court. *Committee of*
20 *Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1069 (2nd
21 Cir. 1983); *In re Baldwin United Corp.*, 43 B.R. 905 (Bankr. S.D. Ohio 1984). The
22 touchstone for granting permission to sell assets outside of the ordinary course of
23 business is the existence of a good business reason. *Stephens Ind., Inc. v. McClung*, 789
24 F.2d 836 (6th Cir. 1986); *Lionel*, 722 F.2d at 1070. *Accord In re Walter*, 83 B.R. 14,
25 19-20, (9th Cir. BAP 1988).

26 In addition to the existence of a sound business reason, other requirements for
27 approval of a sale of assets pursuant to § 363(b) include (1) accurate and reasonable
28 notice of the sale, (2) a fair and reasonable price of the assets sold, and (3) "good faith,"

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1 i.e., the absence of any lucrative or undisclosed deals for insiders. *In re Industrial Valley*
2 *Refrigerator and Air Conditioning Supplies, Inc.*, 77 B.R. 15, 21 (Bankr. E.D. Pa. 1987).

3 **B. The Proposed Sale of the Vehicle is Reasonable Under the**
4 **Circumstances**

5 Under the totality of the circumstances, the Trustee's sale of the Estate's right,
6 title, and interest in and to the Vehicle to Debtors for \$8,000, in addition to their claimed
7 exemptions, is reasonable and in the best interests of the Estate.

8 **1. The Sale is Supported by Sound Business Judgment**

9 Bankruptcy courts will often defer to a trustee's business judgment regarding the
10 sale of estate assets, unless such decision is arbitrary and capricious. See *In re Curlew*
11 *Valley Assocs.*, 14 B.R. 506, 511-513 (Bankr. D. Utah 1991) (detailing the historical basis
12 behind the presumption of deference to a trustee's business judgment). Courts generally
13 will not second guess a trustee's business decision where "that conduct involves a
14 business judgment made in good faith, upon a reasonable basis, and within the scope of
15 his authority under the Code." *Id.* at 513-14.

16 The Trustee has sound business reasons for the proposed assignment of the
17 Estate's interest in the Vehicle. The Estate has an approximate \$13,000 interest in the
18 Vehicle (i.e., the estimated value of the Vehicle from the Carmax appraisal). Mastan
19 Decl. ¶ 5. Taking into account claimed exemptions of \$2,725, costs of sale of at least
20 \$1,300 as well as other expenses to administer the Vehicle, the Trustee believes that
21 assigning the Estate's interest in the Vehicle to the Debtors for \$8,000 plus the amount of
22 the Debtor's claimed exemptions would minimize his administrative costs and maximize
23 the Estate's interest for the benefit of the creditors to the Estate. Mastan Decl., ¶ 7.

24 **2. There is Adequate Notice of the Proposed Assignment**

25 The Trustee has given notice of the proposed assignment to all scheduled creditors,
26 the Debtors, persons requesting special notice, and other parties in interest. Moreover,
27 the Trustee has concurrently filed with the Court a "Notice of Sale of Estate Property" so

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1 that the assignment, and the right to overbid on that assignment, is included on the
2 Bankruptcy Court's website.

3 **3. The Sale Price is Fair and Reasonable**

4 The Trustee negotiated the terms of the Assignment Agreement with the Debtors
5 in order to obtain a reasonable value for the Estate's interest in the Vehicle. Mastan Decl.
6 ¶ 2. Given the Carmax valuation, and taking into account the Debtor's scheduled
7 exemptions, and the costs of sale and administration of the Vehicle, the sale price is fair
8 and reasonable. Mastan Decl. ¶ 7.

9 Additionally, the Trustee's assignment of the Vehicle is subject to overbid and
10 notice of the assignment is being included in the Bankruptcy Court's website advertising
11 bankruptcy court sales. Accordingly, the proposed assignment will be subjected to the
12 market.

13 **4. The Sale was Negotiated in Good Faith**

14 The Trustee wishes to ensure the finality and reliability of the assignment of the
15 Estate's interest in the Vehicle by facilitating the consummation of the transaction even in
16 the event of an appeal. For this reason, the Trustee seeks a finding of good faith under
17 the provisions of Section 363(m) of the Bankruptcy Code.

18 Although the Bankruptcy Code does not define "good faith," the Court of Appeals
19 for the Ninth Circuit has held that for purposes of § 363(m), "a 'good faith purchaser' is
20 one who buys 'in good faith' and 'for value.'" *Ewell v. Diebert (In re Ewell)*, 958 F.2d
21 276, 281 (9th Cir. 1992) (citations omitted). Conversely, a 'lack of good faith' is shown
22 by 'fraud, collusion between the purchaser and the trustee, or an attempt to take grossly
23 unfair advantage of other bidders.'" *Id.*

24 As set forth above and in the Mastan Declaration, the Agreement was negotiated at
25 arms' length with all parties involved acting in good faith. There are no undisclosed side
26 deals or terms, and the Debtors are not related to the Trustee. Mastan Decl. ¶ 2.

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DECLARATION OF PETER J. MASTAN

I, PETER J. MASTAN, declare:

1. I am the Chapter 7 trustee of the bankruptcy estate (the "Estate") of Guillermo Salas Frias and Josefina Salas (the "Debtors"). As a result, except as expressly stated as matters of judicial notice, I have personal knowledge of the facts set forth below and could and would competently testify under oath thereto if requested to do so.

2. **Exhibit 1** is an Assignment Agreement (the "Agreement") between the Estate, on the one hand, and the Debtors on the other hand. I negotiated the Agreement as the trustee of the Estate. I have not made, and to the best of my knowledge, nobody else has made, any side deals with the Debtors. To the best of my knowledge, there are no terms to the Agreement except as set forth therein, and I am not related to the Debtors.

3. The Court may take judicial notice that on June 29, 2015, the Debtors filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code. I was appointed as the Trustee of the Estate.

4. The Court may take judicial notice that the Debtors filed their schedules of assets and liabilities on June 29, 2015. **Exhibit 2** is a copy of Schedules B, C and D, as filed by the Debtors.

5. The Court may take judicial notice that the Debtors filed an Amended Schedule B on September 8, 2015. **Exhibit 3** is a copy of the Amended Schedule B, as filed by the Debtors.

6. On August 5, 2015, I conducted the first § 341(a) meeting of creditors in the case. I continued the meeting to September 10, 2015 for the production of certain documents and for the Debtors to obtain a CarMax valuation for the Vehicle. **Exhibit 4** is a copy of the CarMax appraisal which was provided to me by the Debtors' counsel.

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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: 550 S. Hope Street, Suite 1765, Los Angeles, CA 90071

A true and correct copy of the foregoing document described as: **AMENDED 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:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(S) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On **December 30, 2015**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email addresses indicated below:

- **Patrick P Frawley** pfrawley@la.twcbc.com
- **Peter J Mastan (TR)** pmastan@gumportlaw.com, pmastan@ecf.epiqsystems.com
- **Ramesh Singh** claims@recoverycorp.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov

___ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served): On **December 30, 2015** I served the following person(s) and/or entity(ies) at the last known address(es) 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/or with an overnight mail service 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.

UNITED STATES BANKRUPTCY COURT

Hon. Robert N. Kwan
United States Bankruptcy Court
Edward R. Roybal Federal
Building and Courthouse
255 E. Temple Street, Suite 1682
Los Angeles, CA 90012

DEBTOR(S)

Guillermo Salas Frias
Josefina Frias
612 W. 235 St.
Carson, CA 90745

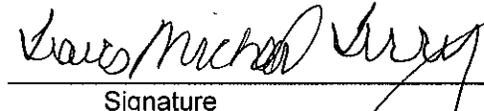
___ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **December 30, 2015** I served the following person(s) and/or entity(ies) by personal delivery, 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 mailing to the judge will be completed no later than 24 hours after the document is filed.

___ Service information continued on attached page

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

December 30, 2015 **TRAVIS MICHAEL TERRY**
Date Type name


Signature