

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Leonard M. Shulman – Bar No. 126349 Lynda T. Bui – Bar No. 201002 Michelle Choi – Bar No. 287715 SHULMAN HODGES & 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; mchoi@shbllp.com  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 7 Trustee	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re: JENNIE A. SANTAMARIA aka JENNIE A. ANDERSON,          Debtor(s).	CASE NO.: 2:11-bk-27348-BB CHAPTER: 7          <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<b>Sale Date:</b> 05/01/2013	<b>Time:</b> 11:00 am
<b>Location:</b> Courtroom 1475, U.S. Bankruptcy Court, 255 E. Temple Street, Los Angeles, CA 90012	

**Type of Sale:**  Public  Private      **Last date to file objections:** 04/17/2013

**Description of property to be sold:** Real Property located at 617 N. Bedford Drive, Beverly Hills, CA 90210

**Terms and conditions of sale:** Free and clear of liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f) and subject to overbids. All liens will be released, discharged and terminated at the close escrow and and no liens will attach to the sale proceeds. The total consideration amount of \$3,610,000 is comprised of the purchase price of \$3,400,000 and a \$210,000 bankruptcy fee to be paid to the Estate through escrow upon closing of the sale. See attached for additional information.

**Proposed sale price:** \$ 3,610,000.00

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.

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

May 1, 2013 at 10:00 a.m.

Courtroom 1475

U.S. Bankruptcy Court

255 E Temple Street

Los Angeles, CA 90012

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

Lynda T. Bui Esq.

Shulman Hodges & Bastian LLP

8105 Irvine Center Drive, Suite 600

Irvine, CA 92618

Tel: (949) 340-3400

Fax: (949) 340-3000

Email: lbui@shblp.com

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Date: 03/22/2013

**In re Jennie A. Santamaria**  
**Case No. 2:11-bk-27348-BB**

**Attachment to Notice of Sale of Estate Property:**

**I. INTRODUCTION**

Sam S. Leslie, the Chapter 7 Trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Jennie A. Santamaria aka Jennie A. Anderson (“Debtor”), brings has filed a Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and (f) and Subject to Overbids, Combined with Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief (“Sale Motion”).

Through the Sale Motion, Trustee is proposing to short sale the Property.<sup>1</sup> This short sale will net the Bankruptcy Estate at least \$210,000 to pay unsecured creditors. The Trustee has received an offer to purchase the real property located at 617 North Bedford Drive, Beverly Hills, California 90210 (“Property”), which is a single-family residence, from Fred Farahmand for the total consideration amount of \$3,610,000, comprised of the purchase price of \$3,400,000 and a \$210,000 bankruptcy fee to be paid to the Estate through escrow upon closing of the sale (“Farahmand Offer”). The Trustee accepted the Farahmand Offer and has opened escrow on said offer. Subsequently, the Trustee received a better offer from Yehuda Benezra for the total consideration amount of \$4,015,000, which consists of the purchase price of \$3,815,000 and a \$200,000 bankruptcy fee (“Benezra Offer”). Accordingly, the Trustee would like to start the initial overbid with an amount comparable to the Benezra Offer at the time of the hearing on this Sale Motion. Specifically, the Trustee requests that the initial overbid purchase price be \$3,805,000 with the net to the Estate of \$210,000, for a total consideration of \$4,015,000. The other overbid terms are set forth in the Sale Motion. In the event the purchase price is increased by a successful overbid to \$4,080,000, the estimated net proceeds for the Estate will increase and provide even greater distribution to creditors.

Based on the current preliminary title report, the Property is overencumbered and thus must be sold through a short sale. Through the short sale, the Trustee is proposing to pay the first senior lienholder, who is the sole mortgagee of the Property, its full claim amount, including owed interest amounts. As for the junior lien holders, the Trustee is proposing to short pay these claims in their principal amounts, in order of priority, to

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<sup>1</sup> Capitalized terms will be defined below.

the extent that the purchase price or successful overbid will allow. Despite short payment of their claims, the Trustee expects the junior lienholders will agree to the proposed payment amounts resulting from the sale, as they otherwise would not receive any payment on their claims for many years to come, if ever. In the event that any lienholder who is being short paid does not consent to the sale, the Trustee maintains that the Bankruptcy Code nonetheless authorizes the sale, based on the fact that such objecting lienholder could be compelled under California law to accept the Trustee's proposed payment amount in satisfaction of its claim. However, the Trustee fully anticipates that all lienholders will consent to the sale in light of the proposed significant payoffs for their claims.

Therefore, the Trustee believes that good cause exists to grant the Sale Motion so the Trustee does not lose this favorable business opportunity.

## II. RELEVANT FACTS

### A. Case Commencement

The Debtor initially commenced a Chapter 11 bankruptcy case by filing a Voluntary petition on April 21, 2011. The Debtor's Chapter 11 case was converted to the instant Chapter 7 bankruptcy case on July 5, 2012.

Sam S. Leslie is the duly appointed, qualified and acting Chapter 7 Trustee for the Estate.

### B. The Property

Among the assets of the Estate is the Property which is legally described as follows:<sup>2</sup>

Lot 9 in Block 157 of Beverly Hills, in the City of Beverly Hills, County of Los Angeles, State of California, as per Map recorded in Book 21 Page 45 of Maps, in the office of the County Recorder of said County.

A.P.N.: 4345-022-009

Pursuant to a Grant Deed recorded on December 7, 2006, title to the Property is held by "[t]he 1976 Dorchester Trust dated September 5, 2000, Jennie Santamaria, Trustee" ("Dorchester Trust").

By the terms of the trust documents, the Dorchester Trust is a revocable trust. The Debtor, as trustor, created the Dorchester Trust on September 5, 2000 by a revocable trust agreement, and appointed herself as the trustee. The First Amendment to the Dorchester Trust names the Property as an asset of the Dorchester Trust.

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<sup>2</sup> The legal description for the Property is believed to be accurate, but may be corrected or updated by the title company in the transfer documents as necessary to complete the proposed sale transaction.

On October 15, 2012, the Trustee filed his Motion (docket number 151) for a Court order authorizing the employment of Kristian Peter of San Diego REO Specialists as Real Estate Broker (“Broker”), to assist the Trustee in the marketing and sale of the Property. No objection to the proposed employment of the Broker was filed and the Court order authorizing the Trustee to employ the Broker was entered on December 12, 2012 (docket number 163).

In her Bankruptcy Schedule A, the Debtor listed the value of the Property as \$2,500,000 with liens in the total amount of \$3,295,311.68 (a description of the liens are listed below). On May 31, 2012, the Debtor filed her First Amended Schedule A, and listed the same value for the Property, with liens in the total amount of \$3,137,794.00. On September 7, 2012, the Debtor filed her Second Amended Schedule A, listing the value of the Property at \$2,600,000 with liens in the total amount of \$9,432,143.23. Thus, the Property is and has always been overencumbered based on the Debtor’s original schedules and both subsequent amendments.

Based on the Petition and the Debtor’s original Bankruptcy Schedule A, the Debtor did not reside at the Property on the Petition date. On her Bankruptcy Schedule A, the Debtor describes the Property as an “incomplete remodel”. The Trustee has since visited the Property several times and confirmed that it is in the beginning stages of construction and uninhabitable. There is no electricity, plumbing and the house is boarded up.

The Debtor did not claim an exemption in the Property on her original Bankruptcy Schedule C. On May 31, 2012, the Debtor filed her First Amended Schedule C, claiming a \$100,000 homestead exemption in the Property. On September 7, 2012, the Debtor filed her Second Amended Schedule C, and did not claim a homestead or any exemption in the Property

The Trustee’s Broker and the Trustee reviewed and inspected the Property and believed that the Property had a substantial higher fair market value than the amount listed in the Debtor’s Bankruptcy Schedule or Amended Schedules. The Property was listed for sale at \$3,500,000, and has been listed on the MLS and advertised for sale for approximately five months. The Trustee has received multiple offers on the Property, but the Benzra Offer remains the best offer that the Trustee has received as of the date of this Sale Motion.

**C. Liens and Encumbrances Against the Property**

The following chart sets forth the encumbrances against the Property as detailed in the Preliminary Title Report dated November 1, 2012 and amended January 30, 2013 as well as the proposed treatment of the liens.

<u>Creditor</u>	<u>Description</u>	<u>Est. Principal Amount Owing</u>	<u>Treatment of Lien Through Sale</u>
Los Angeles County Treasurer and Tax Collector	Real property taxes (estimated)	\$38,774.83	All outstanding real property taxes will be paid through escrow on the sale transaction.
Bank of America	Deed of Trust  Recorded 11/28/06 2006-2718286	\$2,304,638.69	Total Est. Payoff as of 3/11/13: \$2,996,490.98  Principal and interest owing, incl. associated costs and fees will be paid through escrow on the sale of the Property. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.
Joseph Kielty	Abstract of Judgment; Ventura Superior Court, Case No. CIV 234550  Recorded: 5/16/06 2006-1079179	\$52,788.00	Payment of principal amount, excluding interest, will be paid through escrow on the sale of the Property. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.
Barbara Kielty	Abstract of Judgment; Ventura Superior Court, Case No. CIV234550  Recorded: 5/16/06 2006-1079180	\$4,334.00	Payment of principal amount, excluding interest, will be paid through escrow on the sale of the Property. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.
Ken Certain	Abstract of judgment; Los Angeles Superior Court, Case No. BS 093574  Recorded: 8/15/06 2006-1814003	\$175,754.72	Payment of principal amount, excluding interest, to the extent covered by the purchase price, will be paid through escrow on the sale of the Property. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.

<u>Creditor</u>	<u>Description</u>	<u>Est. Principal Amount Owning</u>	<u>Treatment of Lien Through Sale</u>
Wayne Distribution Center, dba Premier Meat Company	Abstract of judgment; Los Angeles Superior Court, Case No. 08C00441  Recorded: 5/28/08 2008-0937021	\$12,072.93	Payment of principal amount, excluding interest, to the extent covered by the purchase price, will be paid through escrow on the sale of the Property. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.
Franchise Tax Board, Los Angeles	Tax Lien  Recorded: 8/4/09 2009-1188238	\$5,029.02	Payment of principal amount, excluding interest, to the extent covered by the purchase price, will be paid through escrow on the sale of the Property. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.
Sysco Food Services of Los Angeles, Inc.	Abstract of judgment; Los Angeles Superior Court, Case No. 09C00837  Recorded: 9//17/09 2009-1422229	\$9,155.88	Payment of principal amount, excluding interest, to the extent covered by the purchase price, will be paid through escrow on the sale of the Property. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.
Deok Rye Yoon	Order Granting and Imposing a Lien against Real Property, Superior Court Case No. LC 077219  Recorded: 10/6/09 2009-1516256	\$161,029.51	Payment of principal amount, excluding interest, to the extent covered by the purchase price, will be paid through escrow on the sale of the Property. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.

<u>Creditor</u>	<u>Description</u>	<u>Est. Principal Amount Owing</u>	<u>Treatment of Lien Through Sale</u>
Worldwide Produce	Abstract of judgment obtained in the Los Angeles Superior Court, Case No. 08C01757  Recorded: 12/18/09 2009-1933016	\$16,430.44	Payment of principal amount, excluding interest, to the extent covered by the purchase price, will be paid through escrow on the sale of the Property. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.
E & N Financial Services & Development, Inc.	Abstract of judgment obtained in the Los Angeles Superior Court, Case No. SC 094371  Recorded: 5/11/10 2010-0644080	\$4,460.00	Payment of principal amount, excluding interest, to the extent covered by the purchase price, will be paid through escrow on the sale of the Property. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.
E & N Financial Services & Development, Inc.	Abstract of judgment obtained in the Los Angeles Superior Court, Case No. SC 094371  2010-242253	\$12,080.00	Payment of principal amount, excluding interest, to the extent covered by the purchase price, will be paid through escrow on the sale of the Property. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.
Erika B. Smith	Notice of Attachment, Superior Court Case 37-2011-0050504-CU-FR-NC  Recorded: 2/24/11 2011-296761	\$107,500.00	Payment of principal amount, excluding interest, to the extent covered by the purchase price, will be paid through escrow on the sale of the Property. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.

All liens will be released, discharged and terminated at the close of escrow, and the Property will be sold free and clear of all liens, and no liens will attach to the sale proceeds. Junior lien holders may file general unsecured claims in the Bankruptcy Estate to be paid pro-rata. Any excess sale proceeds pursuant to a successful overbid over a certain amount discussed below will be for the benefit of the Estate and its general unsecured creditors, unless indicated otherwise by the Court. All costs of sale including escrow fees, real estate commissions, and bankruptcy fee will be paid at closing. In addition, all outstanding real property taxes will be paid through the sale.

The Debtor listed creditors on her Second Amended Schedule D which are not on the preliminary title report. Notwithstanding that these creditors are not on the preliminary title report, the Trustee will serve them with the Notice and/or Sale Motion out of an abundance of caution.

**D. The Purchase Offer and Summary of the Sale Terms**

Through his Broker, the Trustee has received and accepted the Farahmand Offer to purchase the Property for a total consideration of \$3,610,000, which is comprised of the purchase price of \$3,400,000 and a bankruptcy fee of \$210,000. A true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions and Counter Offers and related addendum for the Farahmand Offer (“Farahmand Agreement”) is attached to the Leslie Decl. as **Exhibit “3”**.

A summary of the terms and highlights of the Residential Purchase Agreement and Joint Escrow Instructions and Counter Offers and related addendum for the Farahmand Offer (“Farahmand Agreement”) are discussed below, but the summary and discussion are not meant to be a complete review of every provision of the Farahmand Agreement. The Farahmand Agreement itself is the legally binding document the Trustee seeks approval of and, in the event of any inconsistency between the terms, provisions or effect of the Agreement and the description of it in these pleadings, the Farahmand Agreement alone shall govern and not these pleadings or the descriptions herein.

<b>Buyer:</b>	<b>Fred Farahmand (“Buyer”)</b>
Total Consideration:	\$3,610,000  Purchase Price: \$3,400,000 subject to the Bidding Procedures set forth below. Bankruptcy Fee: \$210,000
Escrow Holder and Escrow Closing Date:	The escrow holder shall be A & A Escrow. Escrow is scheduled to close as soon as possible after entry of the Court order approving the sale transaction

	(“Approval Order”), but no later than the first business day after fourteen days following entry of the Approval Order.
Buyer’s Due Diligence and Cancelation Right	Buyer shall have ten calendar days from the date of Agreement to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this purchase of the Property, including, but not limited to and performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desired by Buyer. Buyer may, not later than the end of that period, give Seller written notice of Buyer’s election to withdraw from the Agreement because of Buyer’s inability to complete or dissatisfaction with the results of any of those matters (“Notice of Cancellation”), in which event Buyer’s and Seller’s obligations under the Agreement shall be terminated and Buyer shall receive a full refund of Buyer’s deposit. If Buyer fails to give such Notice of Cancellation as within such period, all such contingencies shall be automatically removed as set forth in Paragraph 3 of the Addendum to the Agreement and Buyer’s obligation to proceed shall be non-contingent except as provided in the Agreement, (i) Buyer’s review of a preliminary report and underlying documents respecting the title to the Property (as set forth in Paragraph 2 of the Addendum), and (ii) Bankruptcy Court approval of Agreement and the Sale (including as set forth in Paragraph 6 of the Addendum).
Escrow, Title and Other Costs	All real property taxes and assessments for the current tax year shown in the current County Tax Bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer. The sale shall be free and clear of any homeowner’s association assessments and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Seller shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency(ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Addendum. Seller shall not be responsible to pay any one-year home warranty plan.
Bankruptcy Court Approval	The sale is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by Seller through and including the Bankruptcy Court hearing to confirm the sale. Payment of any and all real estate brokers’ commissions is also subject to notice to creditors and approval by the Bankruptcy Court.

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<p>Real Estate Agent Commission</p>	<p>Through escrow on the sale of the Property, and subject to Court approval, the Trustee intends to pay compensation for real estate agent services to the Buyer's agent and the Estate's agent not to exceed 6% of the purchase price)<sup>3</sup> as follows:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><u>Agent</u></th> <th style="text-align: right;"><u>Commission</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Trustee's Broker Kristian Peter of SDREOS, Inc.</td> <td style="text-align: right; vertical-align: top;">\$102,000</td> </tr> <tr> <td style="text-align: left;">Buyer's Broker Jonathan Zuaiter Sotheby's International Realty</td> <td style="text-align: right; vertical-align: top;">\$102,000</td> </tr> <tr> <td style="text-align: left;">Total Commission</td> <td style="text-align: right; vertical-align: top;">\$204,000</td> </tr> </tbody> </table>	<u>Agent</u>	<u>Commission</u>	Trustee's Broker Kristian Peter of SDREOS, Inc.	\$102,000	Buyer's Broker Jonathan Zuaiter Sotheby's International Realty	\$102,000	Total Commission	\$204,000
<u>Agent</u>	<u>Commission</u>								
Trustee's Broker Kristian Peter of SDREOS, Inc.	\$102,000								
Buyer's Broker Jonathan Zuaiter Sotheby's International Realty	\$102,000								
Total Commission	\$204,000								
<p>Purchase Without Warranties</p>	<p>Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Addendum is made "as-is," "where-is," and "with all faults," except as specifically provided in this Addendum. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, Addendums, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body, including Buyer's agreement to purchase their own home warranty and comply with any and all government requirements and retrofit, at Buyer's expense, prior to close of escrow; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§6901, et seq.), the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or</p>								

<sup>3</sup> The Trustee reserves the right to request a reduction if necessary to net the Estate additional fees. The Broker has been advised that the Court has the ultimate discretion to reduce the commission percentage as well.

	<p>affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller's Broker shall, for all purposes of this Addendum, be deemed to have been disclosed to Buyer by the Seller, as well.</p>
Trustee's Liability	<p>The Buyer acknowledges that the Trustee is acting in his official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Agreement, including any addendums to the Agreement, the Property, the sale of the Property, or the physical condition of the Property. 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 any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of escrow, the United States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Agreement; and all disputes arising before and after closing shall be resolved in said Court. Further, the Trustee has agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.</p>
Hold Harmless	<p>The Buyer understands the terms and conditions of the entire purchase contact and holds the Estate and the realtors, brokers, agents, Sam S. Leslie, Trustee, and his attorneys including Shulman Hodges &amp; Bastian LLP, agents and employees, harmless from any liabilities arising from this contact. All parties hereto further agree, jointly and severally, to pay on demand as well as to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which in good faith, Escrow may incur or sustain in connection with or arising out of this Escrow and Escrow is hereby given a lien upon all the rights, titles and interest of each of the undersigned in all escrow papers and other property and monies deposited in this escrow, to protect the rights of escrow and to indemnify and reimburse Escrow under this Addendum. In the event this Escrow is not completed for any reason, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.</p>
Jurisdiction of the Bankruptcy Court	<p>Any and all disputes which involve in any manner the Estate or Sam S. Leslie, Trustee, arising from the Agreement and/or its addendums or relating in any manner to the Property, shall be resolved only in the United States Bankruptcy Court, Central District of California.</p>
Sale Subject to Overbidding	<p>The sale of the Property is subject to the Bidding Procedures described below.</p>
Outstanding Real Property Taxes	<p>To be paid by through escrow.</p>
Free and Clear of Liens and Encumbrances	<p>The Property shall be delivered to the Buyer free and clear of all liens and encumbrances. Any liens and interests against the Property that are not paid in full through escrow shall not attach to the sale proceeds.</p>

Good Faith Finding	The proposed sale has been brought in good faith and has been negotiated on an “arms length” basis. The negotiations with the Buyer have resulted in an offer to sell the Estate’s interest in the Property that will have substantial benefit. Accordingly, the sale is in good faith and should be approved. The Trustee shall request such a finding pursuant to Bankruptcy Code Section 363(m) at the hearing on this Sale Motion.
Waiver of Rule 6004(h)	The Trustee requests that the Court waive the fourteen-day stay of the order approving the sale of the Property under Federal Rules of Bankruptcy Procedure 6004(h) such that the sale of the Property can close as soon as possible after entry of the Court order approving the Sale Motion and the Agreement.

**E. Notice of Bidding Procedures**

The Trustee has determined that it would benefit the Estate to permit all interested parties to receive information and bid for the Property instead of selling the Property to Farahmand on an exclusive basis. It should be pointed out that since accepting the Farahmand Offer and opening escrow, the Trustee has received the Benzra Offer to purchase the Property for a total consideration of \$4,015,000, which is comprised of the purchase price of \$3,815,000 and a bankruptcy fee of \$200,000. On this basis, the Trustee seeks to begin overbidding at the total consideration stated in the Benzra Offer. Specifically, the Trustee seeks to have the overbid purchase price start at \$3,805,000 and the net to the estate of \$210,000. The entirety of the proposed bidding procedures (“Bidding Procedures”) are as follows:

1. Potential overbidders must bid an initial amount of \$3,805,000 for the purchase price and \$210,000 to the Estate for the bankruptcy fee (or buyer’s premium) for a total consideration of \$4,015,000. Minimum bid increments thereafter shall be \$10,000 of the purchase price. The Trustee shall have sole discretion in determining which overbid is the best for the Estate and will seek approval from the Court of the same.
2. If overbid sale price exceeds \$3,870,000 with the \$210,000 buyer’s premium (or if the total consideration exceeds \$4,080,000) at the hearing on the Sale Motion, then all amounts after payment to secured creditors as proposed herein will be inure to the benefit of the Estate. See Leslie Decl., ¶ 13.
3. Overbids must be in writing and be received by the Trustee and the Trustee’s counsel, Shulman Hodges & Bastian LLP to the attention of Lynda T. Bui on or before **3:00 p.m. (California time) on the date which is three business days prior to the hearing on the Sale Motion.**
4. Overbids must be accompanied by certified funds in an amount equal to three percent (3%) of the overbid purchase price.
5. The overbidder must also provide evidence of having sufficient specifically committed funds to complete the transaction or a lending commitment for the bid amount and such other documentation relevant to the bidder’s ability to qualify as the purchaser of Property and ability to close the sale and immediately and unconditionally pay the winning bid purchase price at closing.
6. The overbidder must seek to acquire the Property on terms and conditions not less favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the Property as set forth in the Farahmand Agreement attached as **Exhibit “3”** to the Leslie Decl. including closing on the sale of the Property in the same time parameters as the Buyer.

7. All competing bids must acknowledge that the Property is being sold on an “AS IS” basis without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property. The competing bid buyer must represent and warrant that he/she is purchasing the Property as a result of their own investigations and are not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller. The competing bidder must acknowledge that he/she has inspected the Property, and upon closing of Escrow governed by the Agreement, the Buyer forever waives, for himself/herself, their heirs, successors and assigns, all claims against the Debtor, their attorneys, agents and employees, the Debtor’s Estate, Sam S. Leslie as Trustee and individually, and his attorneys, agents and employees, arising or which might otherwise arise in the future concerning the Property.

8. If overbids are received, the final bidding round for the Property shall be held at the hearing on the Sale Motion in order to allow all potential bidders the opportunity to overbid and purchase the Property. At the final bidding round, the Trustee or his counsel will, in the exercise of their business judgment and subject to Court approval, accept the bidder who has made the highest and best offer to purchase the Property, consistent with the Bidding Procedures (“Successful Bidder”).

9. At the hearing on the Sale Motion, the Trustee will seek entry of an order, *inter alia*, authorizing and approving the sale of the Property to the Successful Bidder. The hearing on the Sale Motion may be adjourned or rescheduled without notice other than by an announcement of the adjourned date at the hearing on the Sale Motion.

10. In the event the Successful Bidder fails to close on the sale of the Property within the time parameters approved by the Court, the Trustee shall retain the Successful Bidder’s Deposit and will be released from her obligation to sell the Property to the Successful Bidder and the Trustee may then sell the Property to the first back-up bidder approved by the Court at the hearing on the Sale Motion (“First Back-Up Bidder”).

11. In the event First Back-Up Bidder fails to close on the sale of the Property within the time parameters approved by the Court, the Trustee shall retain the First Back-Up Bidder’s Deposit and will be released from her obligation to sell the Property to the First Back-Up Bidder and the Trustee may then sell the Property to the second back-up bidder approved by the Court at the hearing on the Sale Motion (“Second Back-Up Bidder”).

## 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*) **March 22, 2013**, 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:

- **Attorney for Aurora Loan Services LLC:** Gregory J Babcock gbabcock@macbarlaw.com
- **Attorney for HSBC Bank USA, National Association:** Richard J Bauer rbauer@mileslegal.com
- **Former Attorney for Debtor:** Michael Jay Berger michael.berger@bankruptcy-power.com, yathida.nipha@bankruptcy-power.com
- **Attorney for E & N Financial Services and Development, Inc.** William H Brownstein Brownsteinlaw.bill@gmail.com
- **Interested Party:** Jacquelyn H Choi jchoi@swjlaw.com
- **Former Attorney for Debtor:** Catherine Christiansen christiansenlaw@yahoo.com
- **Attorney for Trustee:** Melissa Davis mdavis@shbllp.com
- **Attorney for HSBC Bank USA, National Association:** Mark Domeyer mdomeyer@mileslegal.com
- **Attorney for Debtor:** Stella A Havkin stella@havkinandshrago.com, havkinlaw@earthlink.net
- **Chapter 7 Trustee:** Sam S Leslie (TR) sleslie@trusteeleslie.com, sleslie@ecf.epiqsystems.com; trustee@trusteeleslie.com
- **Attorney for Aurora Loan Services LLC:** Kelly M Raftery bknotice@mccarthyholthus.com
- **Interested Party:** Melanie C Scott Melanie.Scott@usdoj.gov
- **Attorney for Trustee:** Leonard M Shulman lshulman@shbllp.com, tlenz@shbllp.com
- **Interested Party:** United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

Service information continued on attached page

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

On (*date*) **March 22, 2013**, 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.

<b><u>Attorney for Buyer</u></b> Jason P. Saccuzzo, Esq. VIVOLI SACCUZZO, LLP 2550 Fifth Avenue, Suite 709 San Diego, CA 92103	<b><u>Broker for Y. Benezra</u></b> P. Karami 1436 Shenandoah Street Los Angeles, CA 90035	
--	---	--

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*) **March 22, 2013**, 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.

**Judge's Copy (via Messenger)**

U.S. Bankruptcy Court, Attn: Honorable Sheri Bluebond, 255 East Temple St, Bin Outside of Suite 1482, 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.

**March 22, 2013**

**Erlanna Lohayza**

**/s/ Erlanna Lohayza**

*Date*

*Printed Name*

*Signature*

**U.S. MAIL SERVICE LIST**

**DEBTOR**

JENNIE A SANTAMARIA  
16131 KITTRIDGE STREET  
VAN NUYS, CA 91406-5813

**ATTORNEY FOR DEBTOR**

STELLA A. HAVKIN  
HAVKIN & SHRAGO  
20700 VENTURA BLVD., SUITE 328  
WOODLAND HILLS, CA 91364

**INTERESTED PARTY**

UNITED STATES TRUSTEE (LA)  
725 S FIGUEROA ST., 26TH FLOOR  
LOS ANGELES, CA 90017

**CHAPTER 7 TRUSTEE**

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

**REQUEST FOR NOTICE OF SALE**

BEN SOROUDI  
BEN@RUBYGROU.NET  
PO BOX 17119  
BEVERLY HILLS, CA 90209

**SCHEDULE F**

AAA CREDIT SERVICE  
520 N BROOKHURST ST STE 204  
ANAHEIM, CA 92801

**SCHEDULE F**

AMERICAN EXPRESS BANK, FSB  
C/O BECKET AND LEE LLP  
POB 3001  
MALVERN, PA 19355-0701

**SCHEDULE D (AMENDED 9-7-12)**

AMERICAN WORK FORCE, INC.  
160 BROADWAY 15TH FLOOR  
NEW YORK, NY 10038

**JUDGMENT CREDITOR**

AMERICAN WORK FORCE, INC.  
C/O HART, KING & COLDREN  
200 SANDPOINTE AVENUE, SUITE  
400  
SANTA ANA, CA 92707

**SCHEDULE F**

AMEX  
PO BOX 297871  
FORT LAUDERDALE, FL 33329

**SCHEDULE D**

AURORA LOAN SERVICES  
ATTN: BANKRUPTCY DEPT.  
PO BOX 1706  
SCOTTSBLUFF, NE 69363

**SCHEDULE D**

AURORA LOAN SERVICES I  
10350 PARK MEADOWS DR ST  
LITTLETON, CO 80124

**SCHEDULE D (AMENDED 9-7-12)**

AURORA LOAN SERVICES  
20350 PARK MEADOWS DRIVE  
LITTLETON, CO 80124

**NEF - PROOF OF CLAIM ADDRESS**

AURORA LOAN SERVICES LLC, IT  
ASSIGNEES AND/OR SUCCESSORS  
C/O MCCARTHY & HOLTHUS, LLP  
1770 FOURTH AVENUE  
SAN DIEGO, CA 92101

**PROOF OF CLAIM ADDRESS**

BAC HOME LOANS SERVICING, LP,  
FKA COUNTRYWIDE HOME  
MILES, BAUER, BERGSTROM &  
WINTERS, LLP  
1231 E. DYER ROAD, SUITE 100  
SANTA ANA, CA 92705

**SCHEDULE D**

BAC HOME LOANS SERVICING,  
LP, FKA COUNTRYWIDE HOME  
450 AMERICAN ST  
SIMI VALLEY, CA 93065

**SCHEDULE F**

BANK OF AMERICA  
ATTN: BANKRUPTCY  
PO BOX 26012  
GREENSBORO, NC 27410

**SCHEDULE D (AMENDED 9-7-12)**

BANK OF AMERICA  
PO BOX 5170  
SIMI VALLEY, CA 93062-5170

**ADDITIONAL NOTICE**

BANK OF AMERICA  
PAYOFF DEPT., MAIL STOP TX2-  
981-03-13  
7105 CORPORATE DRIVE  
PLANO, TX 75024-4100

**SCHEDULE D (AMENDED 9-7-12)**

BARBARA KIELTY  
22008 OLD TOWN ROAD  
TEHACHAPI, CA 93561

**JUDGMENT CREDITOR**

BARBARA KIELTY  
C/O PETER A. GOLDENRING AND  
JAMES E. PROSSER  
GOLDENRING & PROSSER APLC  
6050 SEAHAWK STREET  
VENTURA, CA 93003

**SCHEDULE F (AMENDED 9-7-12)**

BEVERLY HILLS TRASH  
COLLECTOR  
455 N. REXFORD DRIVE  
BEVERLY HILLS, CA 90210

**SCHEDULE F (AMENDED 9-7-12)**

CEDARS SINAI  
8700 BEVERLY BLVD., #6732  
LOS ANGELES, CA 90048

**SCHEDULE F**

CITI CARDS  
PO BOX 6497  
SIOUX FALLS, SD 57117

**SCHEDULE D (AMENDED 9-7-12)**

DALIA IMANI  
BEVERLY HILLS SECRETARIAL  
SERVICES  
433 N. CAMDEN DRIVE  
BEVERLY HILLS, CA 90210

**JUDGMENT CREDITOR**

DALIA IMANI  
C/O WARREN NEMIROFF, ESQ.  
420 N. CAMDEN DRIVE, SUITE 202  
BEVERLY HILLS, CA 9021

**SCHEDULE D**

DEOK RYE YOON  
LAW OFFICES OF NATASHA ROIT  
3929 MALIBU VISTA DR  
MALIBU, CA 90265

**PROOF OF CLAIM ADDRESS**

DEPARTMENT STORES  
NATIONAL BANK/MACYS  
BANKRUPTCY PROCESSING  
PO BOX 8053  
MASON, OH 45040

**PROOF OF CLAIM ADDRESS**

DEPARTMENT STORES NATIONAL  
BANK/VISA  
BANKRUPTCY PROCESSING  
PO BOX 8053  
MASON, OH 45040

**SCHEDULE F**

DESIGNED RECEIVABLE SO  
1 CENTERPOINTE DR STE 45  
LA PALMA, CA 90623

**SCHEDULE F (AMENDED 5-31-12)/PROOF OF CLAIM ADDRESS**

DISCOVER BANK  
DB SERVICING CORPORATION  
PO BOX 3025  
NEW ALBANY, OH 43054-3025

**SCHEDULE F**

DISCOVER FIN  
PO BOX 6103  
CAROL STREAM, IL 60197

**SCHEDULE F**

DISCOVER FIN SVCS LLC  
PO BOX 15316  
WILMINGTON, DE 19850

**SCHEDULE F**

DSNB MACYS  
9111 DUKE BLVD  
MASON, OH 45040

**SCHEDULE D**

E & N FINANCIAL SERVICES & DEV.  
INC  
6360 VAN NUYS BLVD SUITE 20  
VAN NUYS, CA 91401

**ADDITIONAL NOTICE FOR SCHEDULE D**

E & N FINANCIAL SERVICES &  
DEVELOPMENT, INC.  
6301 VAN NUYS BLVD.  
SUITE 202  
VAN NUYS, CA 91301

**ATTORNEY FOR E & N FINANCIAL SERVICES & DEVELOPMENT, INC.**

WILLIAM F. RAFF  
78 BELL CANYON  
BELL CANYON, CA 91307

**ATTORNEY FOR E & N FINANCIAL SERVICES & DEVELOPMENT, INC.**

WILLIAM F. RAFF  
4505 LAS VIRGENES ROAD, SUITE  
210  
CALABASAS, CA 91302

**SCHEDULE D (AMENDED 9-7-12)/PROOF OF CLAIM ADDRESS**

ERIKA B. SMTH AND LEAD  
RESOURCES OF AMERICA, INC.  
C/O MICHAEL A. FRIEDRICHS,  
ESQ./FREDERICK W. PFISTER, ESQ.  
WHITE AND BRIGHT, LLP  
970 CANTERBURY PLACE  
ESCONDIDO, CA 92025

**SCHEDULE F**

EXPO/CBSD  
PO BOX 6497  
SIOUX FALLS, SD 57117

**PROOF OF CLAIM ADDRESS**

FRANCHISE TAX BOARD  
BANKRUPTCY SECTION MS A340  
PO BOX 2952  
SACRAMENTO CA 95812-2952

**SCHEDULE H**

FORTE INC.  
9595 WILSHIRE BLVD STE 510  
BEVERLY HILLS, CA 90212

**SCHEDULE D (AMENDED 9-7-12)**

FORTE INC.  
C/O CT CORPORATION SYSTEM  
818 W. 7TH STREET  
LOS ANGELES, CA 90017

**SCHEDULE D (AMENDED 9-7-12)**

GENERAL ELECTRIC CAPITAL  
CORPORATION  
901 MAIN AVENUE  
NORWALK, CT 06851

**JUDGMENT CREDITOR**

GENERAL ELECTRIC CAPITAL  
CORPORATION  
C/O GLASS & GOLDBERG  
21700 OXNARD STREET  
WOODLAND HILLS, CA 91367

**NEF**

HSBC BANK USA, NATIONAL  
ASSOCIATION AS TRUSTEE...  
MILES, BAUER, BERGSTROM &  
WINTERS, LLP  
1231 E. DYER ROAD, SUITE 100  
SANTA ANA, CA 92705

**SCHEDULE F (AMENDED 9-7-12)**

HUNTINGTON PARK  
MUNICIPALITY  
6548 MILES AVENUE  
HUNTINGTON PARK, CA 90255

**PROOF OF CLAIM ADDRESS**

INTERNAL REVENUE SERVICE  
300 NORTH LOS ANGELES STREET  
M/S 5022  
LOS ANGELES, CA 90012

**SCHEDULE E**

INTERNAL REVENUE SERVICE  
PO BOX 7346  
PHILADELPHIA, PA 19101

**AGENT**

JONATHAN ZUAITER  
11911 SAN VICENTE BLVD STE 200  
LOS ANGELES CA 90049

**SCHEDULE D (AMENDED 9-7-12)**

JOSEPH KIELTY  
22008 OLD TOWN ROAD  
TEHACHAPI, CA 93561

**SCHEDULE D (AMENDED 9-7-12)**

KEN CERTAIN  
7216 SAN BARTOLO STREET  
CARLSBAD, CA 92011

**JUDGMENT CREDITOR**

KEN CERTAIN  
C/O LEE T. DICKER, ESQ.  
LEONARD, DICKER & SCHREIBER  
9430 OLYMPIC BLVD., SUITE 400  
BEVERLY HILLS, CA 90212

**SCHEDULE D (AMENDED 9-7-12)**

KUTNER MILLER & KEARNS PC  
303 E. 17TH AVENUE  
DENVER, CO 80203

**SCHEDULE D**

LOS ANGELES COUNTY TAX  
ASSESSOR  
225 N HILL ST  
LOS ANGELES, CA 90012

**PROOF OF CLAIM ADDRESS**

LOS ANGELES COUNTY  
TREASURER AND TAX COLLECTOR  
PO BOX 54110  
LOS ANGELES, CA 90054-0110

**SCHEDULE F**

NORDSTROM FSB  
ATTENTION: BANKRUPTCY  
DEPARTMENT  
PO BOX 6566  
ENGLEWOOD, CO 80155

**SCHEDULE D**

QUALITY LOAN SERVICE CORP  
2141 5TH AVE  
SAN DIEGO, CA 92101

**SCHEDULE D**

RECONTRUST CO NA  
CA6-914-01  
1800 TAPO CANYON RD  
SIMI VALLEY, CA 93063

**SCHEDULE D (AMENDED 9-7-12)**

ROBERT M. HELLER, LAW CORP.  
1875 CENTURY PARK EAST  
LOS ANGELES, CA 90067

**SCHEDULE D (AMENDED 9-7-12)**

RODNEY WOLTERMAN  
1540 COBAN ROAD  
LA HABRA HEIGHTS, CA 90631

**JUDGMENT CREDITOR**

RODNEY WOLTERMAN  
C/O GARTENBERG GELFAND  
HAYTON & SELDEN LLP  
801 S. FIGUEROA STREET, SUITE  
2170  
LOS ANGELES, CA 90017

**SCHEDULE F**

SEQUOIA FINANCIAL SVCS  
500 N BRAND BLVD  
GLENDALE, CA 91203

**SCHEDULE D (AMENDED 9-7-12)**

SYSCO FOOD SERVICE OF LOS  
ANGELES INC  
JERRY L BARASH  
1066 E WALNUT STREET  
CARSON, CA 90746

**JUDGMENT CREDITOR**

SYSCO FOOD SERVICE OF LOS  
ANGELES INC  
C/O DANIEL A. HEALD, ESQ.  
HEMAR, ROUSSO & HEALD, LLP  
15910 VENTURA BLVD., 12TH FL.  
ENCINO, CA 91436

**SCHEDULE F (AMENDED 9-7-12)**

THE CITY OF BEVERLY HILLS  
UTILITY BUILDING  
455 N. REXFORD DRIVE  
BEVERLY HILLS, CA 90210-4817

**SCHEDULE D (AMENDED 9-7-12)**

THOMAS & ROCHELLE VEDRES  
2741 W. SOUTHERN AVENUE #24  
TEMPE, AZ 85282

**SCHEDULE F**

VISDSNB  
9111 DUKE BLVD  
MASON, OH 45040

**JUDGMENT CREDITOR**

WAYNE DISTRIBUTION CENTER,  
DBA PREMIER MEAT COMPANY  
C/O GARY S. SHERMAN, ESQ.  
SHERMAN AND GLENN, P.C.  
21112 VENTURA BLVD.  
WOODLAND, HILLS, CA 91364-2103

**JUDGMENT CREDITOR**

WAYNE DISTRIBUTION CENTER,  
DBA PREMIER MEAT COMPANY  
PO BOX 58183  
VERNON, CA 90058

**CREDITOR LISTING**

WELLS FARGO BANK  
PO BOX 14517  
DES MOINES, IA 50306-3517

**SCHEDULE D (AMENDED 9-7-12)**

WILLIAM AND ANN WARNICK  
127 S. BURLINGAME AVENUE  
LOS ANGELES, CA 90049

**JUDGMENT CREDITOR**

WILLIAM AND ANN WARNICK  
C/O NATHAN H. HARRIS, ESQ.  
HEMAR, ROUSSO & HEALD, LLP  
15910 VENTURA BLVD., 12TH FL.  
ENCINO, CA 91436

**SCHEDULE F (AMENDED 5-31-  
12)/PROOF OF CLAIM ADDRESS**

WORLDWIDE PRODUCE  
WOLKIN LAW GROUP  
235 W. GIACONDA WAY #217  
TUCSON AZ 85704

**NEF - ATTORNEY FOR E & N  
FINANCIAL SERVICES AND  
DEVELOPMENT INC.**

WILLIAM HAROLD BROWNSTEIN  
WILLIAM H. BROWNSTEIN &  
ASSOCIATES, P.C.  
1250 SIXTH STREET  
SUITE 205  
SANTA MONICA, CA 90401-1637

**RETURNED MAIL**

**RETURNED 8/31/12; NOT AT THIS ADDRESS**  
**ATTORNEY FOR DEBTOR**  
MICHAEL JAY BERGER  
433 NO. CAMDEN DRIVE, #800  
BEVERLY HILLS, CA 90210

**RETURNED 8/31/12; NEW ADDRESS**  
**SCHEDULE F**  
WELLS FARGO BANK  
PO BOX 5445  
PORTLAND, OR 97208

**RETURNED 9/5/12; UNABLE TO IDENTIFY DEBTOR**  
**SCHEDULE F**  
ASSOCIATES/CITIBANK  
ATTN: CENTRALIZED  
BANKRUPTCY  
7255 BAYMEADOWS WAY  
JACKSONVILLE, FL 32256

**RETURNED 9/10/12; NOT DELIVERABLE AS ADDRESSED; UNABLE TO FORWARD**  
**SCHEDULE F**  
BANK OF AMERICA  
4060 OGLETOWN/STANTON RD  
NEWARK, DE 19713

**RETURNED 9/13/12; VACATED**  
**SCHEDULE H**  
FORTE RISTORANTE  
9595 WILSHIRE BLVD STE 510  
BEVERLY HILLS, CA 90212-2505

**RETURNED 9/13/12; VACATED**  
**SCHEDULE H**  
MARK ANDERSON  
9595 WILSHIRE BLVD STE 510  
BEVERLY HILLS, CA 90210

**RETURNED 9/13/12; NOT DELIVERABLE AS ADDRESSED; UNABLE TO FORWARD**  
**SCHEDULE F**  
BANK OF AMERICA  
DE5-019-03-07  
NEWARK, DE 19714

**RETURNED 10/22/12; NO SUCH STREET; UNABLE TO FORWARD**  
**SCHEDULE D**  
SYSCO FOOD SERVICE OF LOS ANGELES INC  
JERRY L BARASH  
1065 E WALNUT STREET  
CARSON, CA 90746

**RETURNED 10/24/12; NEW ADDRESS**  
**DEBTOR**  
JENNIE A SANTAMARIA  
25 VOYAGE ST  
MARINA DEL REY, CA 90292

**RETURNED 12/4/12 - SEE CORRECTED ADDRESS**  
**SCHEDULE F**  
AAA CREDIT SERVICE  
520 N BROOKHURST ST STE  
ANAHEIM, CA 92801

**3/19/13; NEW COUNSEL**  
**ATTORNEY FOR DEBTOR**  
MICHAEL JAY BERGER  
9454 WILSHIRE BLVD 6TH FL  
BEVERLY HILLS, CA 90212-2929

**CORRECTED ADDRESS PER JUDGMENT**  
**SCHEDULE D**  
E & N FINANCIAL SERVICES & DEV. INC  
6360 VAN NUYS BLVD SUITE 202  
VAN NUYS, CA 90012