# Case 2:11-bk-42068-ER Doc 1180 Filed 09/18/14 Entered 09/18/14 15:35:20 Desc Main Document Page 1 of 12

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Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Daniel A. Lev (CA Bar No. 129622) dlev@sulmeyerlaw.com SulmeyerKupetz, A Professional Corporation 333 South Hope Street, 35 <sup>th</sup> Floor Los Angeles, CA 90071 Telephone: 213.626.2311 Facsimile: 213.629.4520	FOR COURT USE ONLY	
<ul> <li>Individual appearing without attomey</li> <li>Attomey for: Howard M. Ehrenberg, Chapter 7 Trustee</li> </ul>		
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION		
In re: HASSEN IMPORTS PARTNERSHIP, a California limited partnership,	CASE NO.: 2:11-bk-42068-ER CHAPTER: 7	
Debtor(s).	NOTICE OF SALE OF ESTATE PROPERTY	
Sale Date: October 9, 2014	Time: 10:00 a.m.	
Location: 255 East Temple Street, Los Angeles, California 90012, Courtroom "1568"		
Type of Sale:       Public       Private       Last date to file objections: September 25, 2014         Description of property to be sold:       155 E. San Bernardino Road, Covina, California 91723		
Terms and conditions of sale: \$750,000, cash, subject to qualified overbids (see attachment)		
\$750,000, cash, subject to qualified Proposed sale price: overbids (see attachment)		

DLEV\ 2432279.1 9/12/2014 (1:27 PM) This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

#### Case 2:11-bk-42068-ER Doc 1180 Filed 09/18/14 Entered 09/18/14 15:35:20 Desc Main Document Page 2 of 12

Overbid procedure (if any): See attachment

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

October 9, 2014

10:00 a.m.
255 East Temple Street

Courtroom "1568"

Los Angeles, California 90012

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

 Daniel A. Lev, Esq.

 SulmeyerKupetz, A Professional Corporation

 333 South Hope Street, 35<sup>th</sup> Floor

 Los Angeles, California 90071

 Telephone: 213.626.2311

Date: September 18, 2014

#### ATTACHMENT TO NOTICE OF SALE OF ESTATE PROPERTY

Description of Property to be Sold: Howard M. Ehrenberg (the "Trustee"), the duly appointed, gualified, and acting chapter 7 trustee for the estate of the debtor Hassen Imports Partnership, a California limited partnership (the "Debtor"), has caused to be filed his "Chapter 7 Trustee's Motion for Order (1) Authorizing and Approving Bidding Procedures In Connection With Proposed Sale; (2) Authorizing Sale of Real Property (155 E. San Bernardino Road, Covina, California 91723) Free and Clear of Liens, Claims and Interests; (3) Confirming Sale To Third Party or the Highest Bidder Appearing At the Hearing; (4) Determining That Buyer Is A Good Faith Purchaser; and (5) Waiving the Fourteen (14) Day Stay Prescribed By Rule 6004(h) of the Federal Rules of Bankruptcy Procedure; Memorandum of Points and Authorities; Declarations of Howard M. Ehrenberg and Jeff Adkison in Support Thereof" (the "Motion"), through which the Trustee seeks the entry of an order approving the sale (the "Sale") of the estate's interest in certain real property more commonly known as 155 E. San Bernardino Road, Covina, California 91723 (the "Employee Parking Lot Property") on the terms and conditions stated in the written "Purchase and Sale Agreement and Joint Escrow Instructions" (the "San Bernardino Purchase Agreement") dated September 17, 2014, by and between the Trustee, as seller, and Bently Real Estate, LLC, a California limited liability company, or its designated assignee (the "Buyer" or "Bently"), as buyer, which is attached to the Motion as Exhibit "A". The San Bernardino Purchase Agreement provides that Bently shall pay the amount of \$750,000, cash, subject to any gualifying overbids which may be presented at the hearing to approve the Sale. As part of the Motion, the Trustee seeks an order approving the Sale free and clear of certain liens, claims and interests, with said liens, claims and interests to attach to the sales proceeds in the same manner and priority as under applicable law. The Employee Parking Lot Property is being sold on an "as is" "where is" basis, with no warranties, recourse, contingencies or representations of any kind, except as may be provided in the San Bernardino Purchase Agreement. The Trustee also seeks an order (i) confirming the Sale to the Buyer or to the highest bidder appearing at the hearing, (ii) authorizing the Trustee to execute any and all documents that may be necessary to consummate the Sale, (iii) determining that the Buyer or the successful bidder is entitled to 11 U.S.C. § 363(m) protection, and (iv) waiving the fourteen (14) day stay prescribed by Rule 6004(h) of the Federal Rules of Bankruptcy Procedure. In sum, pursuant to the Motion, (i) the Employee Parking Lot Property will be sold to Bently for the total purchase price of \$750,000, cash, or to any person or entity who appears at the hearing and submits a higher acceptable bid; (ii) the taxes and assessments, general and special, for APN No. 8430-024-012 in the present amount of \$4,710.71, plus the lien of defaulted taxes in the present amount of \$19,713.17, will be paid from the sale proceeds; (iii) the notice of power to sell tax-defaulted property for the fiscal year 2008-2009, and any subsequent delinguencies, in the present amount of \$3,222.97 will be paid from the sales proceeds; (iv) the lien for delinquent Certified Unified Program Consolidated Invoice fees in favor of Hassen Imports Clippinger Ford recorded on April 8, 2014, bearing Instrument No. 20140353269, in the amount of \$1,104.20 will be paid from the sale proceeds; (v) the approved broker's commission, fees and costs of the

sale chargeable to the estate will be paid from the sale proceeds; (vi) the deed of trust in favor of CorePointe (recorded as DaimlerChrysler Services North America, LLC) recorded on July 23, 2004, bearing Instrument No. 04-1887540, in the original principal amount of \$4,250,000 will be paid from the sale proceeds; (vii) the deed of trust in favor of CorePointe (recorded as DaimlerChrysler Financial Services Americas, LLC) recorded on October 20, 2006, bearing Instrument No. 06-2335086, in the original principal amount of \$5,000,000 will be paid from the sale proceeds; (viii) the sale will be free and clear of (a) the abstract of judgment recorded on July 3, 2007, bearing Instrument No. 20071594752, in favor of the City of West Covina in the amount of \$140,527.80, (b) the unrecorded lease between the Debtor, as lessor, and WCM, as lessee, recorded October 20, 2006, bearing Instrument No. 06-2335087, (c) the lease and subordination agreement recorded October 20, 2006, bearing Instrument No. 06-2335087, by and between the Debtor, as lessor, and West Covina Motors, Inc. and West Covina Ford, Inc., as lessees, and (d) any unknown encumbrances, liens, claims, or interests, with said encumbrances, liens, claims, or interests attaching to the net sales proceeds in the same manner and with the same effect, if any, under applicable federal and state law; and (ix) the Trustee shall receive 100% of the net sales proceeds.

Method of Sale: Existing cash offer of \$750,000, subject to qualified overbids.

Sale Description: Date of Sale: October 9, 2014, 10:00 a.m. (subject to continuances) Place: 255 East Temple Street, Courtroom "1568", Los Angeles, CA 90012

<u>Offer Received</u>: The Trustee has received and accepted an offer from Bently or its designee (the "Buyer"), for \$750,000, cash, or to any person or entity who appears at the hearing and submits a higher acceptable bid.

<u>Overbid Terms</u>: The proposed sale to the Buyer is subject to approval of the United States Bankruptcy Court and to qualified overbids, and any person or entity desiring to submit an overbid must comply with the following proposed Bidding Procedures:

## A. Qualified Bidders and Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver by mail, hand delivery or facsimile a written copy of its bid, such that the bid is received by the Trustee and his counsel of record by not later than 3:00 p.m. (PST), two (2) Business Days prior to the October 9, 2014, Sale Hearing (the "Bid Deadline"). Only Qualified Bidders that have submitted Qualified Bids prior to the Bid Deadline (as it may be extended in compliance with these Bidding Procedures) shall be entitled to bid at the Sale Hearing. The Trustee may extend the Bid Deadline once or successively, but is not obligated to do so. If the Trustee extends the Bid Deadline, he shall promptly notify all Potential Bidders of the extension. If no Qualified Bid (other than that of Bently) has been received by the Trustee by the Bid Deadline, Bently, the identified stalking horse bidder, shall be deemed the successful bidder (the "Successful Bidder"), there shall be no Auction and

the Trustee shall use commercially good faith efforts to seek approval of the Sale at the Sale Hearing.

#### B. <u>Participation Requirements</u>

Unless otherwise ordered by the Court for cause shown or in the Trustee's good faith business judgment, to participate in the Bidding Process, each Potential Bidder must deliver the following (unless previously delivered) to the Trustee:

(i) an executed confidentiality agreement in form and substance satisfactory to the Trustee; and

(ii) the most current audited and latest unaudited financial statements (collectively, the "Financials") of the Potential Bidder, or such other evidence reasonably acceptable to the Trustee of the Potential Bidder's ability to fully and timely perform if its bid were to be accepted by the Trustee and approved by the Bankruptcy Court.

A "Qualified Bidder" is a Potential Bidder (a) that delivers the documents described in subparagraphs "(i)" and "(ii)" above, prior to or simultaneous with the submission of a bid, (b) whose Financials or other evidence of financial wherewithal demonstrate, to the Trustee's reasonable satisfaction, the Potential Bidder's financial capability to fully and timely consummate a transaction regarding the acquisition of the Employee Parking Lot Property, and (c) that submits a competing bid on the same terms as those set forth in San Bernardino Purchase Agreement or on other terms such that, in either case, following the closing of the transaction contemplated by such competing bid, the Trustee shall receive: (i) cash consideration payable to the Trustee at closing in an amount that is not less than the identified Initial Bid plus the minimum incremental bid, and (b) remains subject to Bankruptcy Court approval (a bid that satisfies this subpart "(b)" being a "Minimum Competing Offer"); and (c) whose bid is accompanied by a good faith cash or cash equivalent deposit (the "Good Faith Deposit").

Each Qualified Bidder must disclose all of its pre-petition and post-petition relationships with other bidders, the Trustee, major creditors or equity security holders of Hassen Imports Partnership and/or any of its partners, officers, directors, or agents. Only a Qualified Bidder is entitled to bid at the Auction. Bently is deemed to be a Qualified Bidder. Each Potential Bidder, whether a Qualified Bidder or not, and its affiliates or joint venturers, shall be deemed to have submitted to the exclusive jurisdiction of the Bankruptcy Court with respect to all matters relating to their bids, the Auction, and the purchase/sale of the Employee Parking Lot Property.

#### C. Minimum Competing Offer Amount and Good Faith Deposit

The following is the minimum bid and good faith deposit amount for a Minimum Competing Offer:

Case 2:11-bk-42068-ER Doc 1180 Filed 09/18/14 Entered 09/18/14 15:35:20 Desc Main Document Page 6 of 12

Property

Minimum Competing Offer

<u>Deposit</u>

Employee Parking Lot Property \$825,000

\$250,000

#### D. <u>Due Diligence</u>

To obtain due diligence access, each Qualified Bidder must direct its request in writing by mail or facsimile to the Trustee, who shall coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders. The Trustee, to the extent available without any duty of inquiry and discovery, will use commercially reasonable good faith efforts to afford each Qualified Bidder such additional due diligence information requested by such Qualified Bidder as the Trustee determines to be reasonable and appropriate. Upon request, the Trustee shall deliver (unless previously delivered) to any Qualified Bidder copies of all documents delivered to any other Qualified Bidder. The Trustee shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined below), and no conditions relating to the completion of due diligence shall be permitted to exist after the Bid Deadline. Furthermore, the Trustee expressly disclaims (i) any representation, warranty, covenant, guaranty, agreement or assurance as to any materials provided to any Qualified Bidder as contemplated herein, including, without limitation, any representation or warranty as to the accuracy or completeness of any such materials, and (ii) any liability of whatsoever kind and nature with respect to the materials provided to any Qualified Bidder as contemplated herein. A Qualified Bidder who submits a Minimum Competing Offer does so with the knowledge that it conducted, or had the opportunity to conduct, its due diligence prior to the Sale Hearing.

#### E. <u>Bid Requirements</u>

A bid is a written irrevocable offer from a Qualified Bidder stating that such Qualified Bidder is prepared to close upon a competing bid (i) upon the terms and conditions substantially in the form set forth in the San Bernardino Purchase Agreement, marked to show those amendments and modifications to the San Bernardino Purchase Agreement that the Qualified Bidder proposes, in form and substance acceptable to the Trustee, or (ii) on such other terms (other than the terms relating to Bently's rights to an Expense Reimbursement) as may be set forth in the bid documents, in form and substance acceptable to the Trustee (in either case, including such amendments and modifications made at the Sale Hearing as may be acceptable to the Trustee, the "Marked Agreement").

A bid (as evidenced by the Marked Agreement and any related documentation) will constitute a Qualified Bid only if such bid:

(i) is not conditioned on obtaining financing or any internal approval, or on the outcome or review of due diligence (such Qualified Bid may, however, be subject to the accuracy in all material respects at the closing of specified representations and warranties or the satisfaction in all material respects at the closing of specified conditions, none of which shall be more burdensome than those set forth in the San Bernardino Purchase Agreement);

(ii) is irrevocable through the conclusion of the Sale Hearing;

(iii) does not request or entitle the bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment;

(iv) acknowledges and represents that the bidder (i) has conducted, or had the opportunity to conduct, its due diligence with respect to the Employee Parking Lot Property and the transaction structure set forth in the San Bernardino Purchase Agreement, (ii) in making its bid, has relied solely on its own independent review, investigation and/or inspection of same, and (iii) did not rely on any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied or by operation of law or otherwise regarding same, or the completeness of any information provided in connection therewith at the Sale Hearing, except as expressly stated in the Marked Agreement or the Bidding Procedures; and

(v) fully discloses the identity of each entity that will be bidding or otherwise participating in connection with such bidding, and all terms of any such participation that, in the reasonable business judgment of the Trustee, are relevant to such bid. A bid received from a Qualified Bidder before the Bid Deadline that meets the above requirements shall constitute a "Qualified Bid" provided, however, that the Trustee may request that a Qualified Bidder amend its bid to address any failure to comply with any of the requirements listed in this paragraph.

#### F. <u>"As Is, Where Is"</u>

Except as otherwise provided in the San Bernardino Purchase Agreement or the Marked Agreement, as the case may be, the sale of the Employee Parking Lot Property shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Trustee. Except as otherwise provided in any Marked Agreement, all of the Trustee's right, title and interest in the Employee Parking Lot Property shall be sold, subject to approval by order of the Bankruptcy Court entered after the Sale Hearing, free and clear all liens, claims, adverse claims of ownership, and other interests (collectively, "Encumbrances"), other than those permitted or arising under the San Bernardino Purchase Agreement representing Conditions of Title, in accordance with, among other provisions, Sections 105, 363, 365, 1123 and/or 1129 of the Bankruptcy Code, with such Encumbrances (other than the Encumbrances representing or in connection with the Conditions of Title), if any, to attach to the net proceeds of the sale with the same priority as existed with respect to the Employee Parking Lot Property.

#### G. <u>Auction</u>

If any Qualified Bid (other than that of Bently) is received by the Bid Deadline, then the Trustee shall conduct the Auction at the Sale Hearing for the right to become the Successful Bidder. If no Qualified Bid, other than that of Bently, is received by the Bid Deadline, then the Trustee will not conduct the Auction and at the Sale Hearing shall designate Bently's bid as the Successful Bid for the purposes of the Bidding Procedures. At least one (1) business day prior to the date of the Sale Hearing, the Trustee shall (i) notify all Qualified Bidders of the Qualified Bid that, as determined in the Trustee's sole discretion, constitutes the highest or otherwise best Qualified Bid (the "Baseline Bid"), and (ii) deliver to Qualified Bidders a copy of each Qualified Bid that he has received. The Auction shall commence at the Sale Date set forth in this Notice, and shall take place in Courtroom "1568" of the United States Bankruptcy Court, Central District of California, 255 E. Temple Street, Los Angeles, California 90012, or such other time or place as the Trustee may direct in writing to all Qualified Bidders.

The Auction shall be conducted in accordance with the following procedures: (i) only the Trustee and his counsel, the Trustee's employed brokers Jones Lang La Salle Americas, Inc. ("JLL"), Bently, the City and its representatives, and other Qualified Bidders (and their advisors) who have timely submitted Qualified Bids will be permitted to attend the Auction, (ii) only a Qualified Bidder who has submitted a Qualified Bid will be eligible to participate in the Auction, (iii) all Qualified Bidders must be present at the Auction in person or through a qualified representative, (iv) unless specified by the Trustee, no Qualified Bidder will be permitted more than thirty (30) minutes to respond to the previous bid, and (v) any Qualified Bidder who is absent from the Auction for more than thirty (30) consecutive minutes while the Auction is in progress is presumed to have affirmatively withdrawn from the Auction. A record of the proceedings at the Auction shall be recorded by a certified court reporter, and a transcript of such proceedings shall be made available by the Trustee to any party in interest, upon request.

At the Auction, Qualified Bidders (including Bently) will be permitted to increase their bids. The bidding shall start at the amount of the Baseline Bid. The Trustee shall announce prior to each subsequent round of bidding the minimum incremental overbids. All bids at the Auction shall be made on the record. As the Auction proceeds, the Trustee, in consultation with his financial and legal advisors, shall review each Qualified Bid on the basis of its financial and contractual terms and the factors relevant to the transaction process and the best interests of the estate of the Debtor, including those factors affecting the speed and certainty of consummating the transaction, and immediately prior to the conclusion of the Auction (i) identify the Successful Bid, and (ii) identify the next highest or otherwise best offer after the Successful Bid (the "Next Highest Bid"). The Trustee reserves the right to request additional financial information from a Qualified Bidder if deemed reasonably necessary to evaluate the ability of the Qualified Bidder to consummate the contemplated transaction. The following is the minimum incremental bid for the Employee Parking Lot Property once a Minimum Competing Offer and Baseline Bid has been received:

#### Property

#### Minimum Incremental Bid

Employee Parking Lot Property \$10,000

If the bidder identified by the Trustee as the Next Highest Bidder agrees to maintain its status as a back-up bidder, then it also must agree that its Next Highest Bid will remain irrevocable and subject to acceptance by the Trustee, and the Trustee will retain its Good Faith Deposit, until the earlier of (i) the closing and effectiveness of the transaction contemplated in the Successful Bid, or (ii) five (5) Business Days following the termination of the Marked Agreement evidencing the Successful Bid. If the bidder initially identified by the Trustee as the Next Highest Bidder does not agree to such terms, then the Trustee, in his sole discretion, may identify the next highest or otherwise best bid as the Next Highest Bid, and may continue to do so until such a bidder who has submitted such a bid agrees to become the Next Highest Bidder.

## H. Acceptance of Successful Bid

In the event that an Auction is held, the Trustee intends to enter into the transaction contemplated by the San Bernardino Purchase Agreement or by the Marked Agreement, as applicable, with the Successful Bidder, whether such entity is Bently, or another Qualified Bidder. The Trustee and the Successful Bidder shall close the transaction contemplated by the San Bernardino Purchase Agreement (or the applicable Marked Agreement) in the manner set forth in the San Bernardino Purchase Agreement (or the applicable Marked Agreement). In the event that the Successful Bidder fails to close the transaction contemplated in the San Bernardino Purchase Agreement (or the applicable Marked Agreement), then the Trustee shall be authorized to close with the Next Highest Bidder without notice to any other party or further court order. If the Trustee decides to close with the Next Highest Bidder, the Trustee and the Next Highest Bidder shall have an additional fifteen (15) calendar days to close.

## I. Return of Good Faith Deposit

The Good Faith Deposits of all Qualified Bidders shall be held by the Trustee in one or more interest-bearing escrow accounts or, with respect to that of Bently, in a manner consistent with the San Bernardino Purchase Agreement and the Bidding Procedures, but shall not become property of the Debtor's estate absent further order of the Bankruptcy Court or pursuant to the terms and conditions of the San Bernardino Purchase Agreement). Good Faith Deposits made by Qualified Bidders, other than those made by the Successful Bidder and any Next Highest Bidder who agrees to maintain its status as a back-up bidder, together with any and all interest that may have accrued thereon, shall be returned to such Qualified Bidder within fifteen (15) Business Days following the conclusion of the Auction. If the Successful Bidder (or a Next Highest Bidder who agrees to maintain its

status as a back-up bidder) timely closes by the closing date set forth in the San Bernardino Purchase Agreement or, if applicable, a Marked Agreement, then its Good Faith Deposit shall be credited towards the amount due at closing. If the Successful Bidder (or a Next Highest Bidder who agrees to maintain its status as a back-up bidder) fails to timely close by the closing date set forth in the San Bernardino Purchase Agreement or, if applicable, a Marked Agreement, then its Good Faith Deposit shall be disposed of as provided in the San Bernardino Purchase Agreement or such Marked Agreement.

#### J. <u>Modifications</u>

The Trustee may extend or alter any deadline contained herein if it will better promote the goals of the Bidding Process. At or before the Sale Hearing, the Bankruptcy Court or the Trustee may impose such other terms and conditions as it may determine to be in the best interests of the Debtor's estate, its creditors and other parties in interest.

Contact Name:	Daniel A. Lev
Contact Number:	(213) 626-2311
Case Name:	In re Hassen Imports Partnership
Case Number:	2:11-bk-42068-ER

# 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: 333 South Hope Street, Thirty-Fifth Floor, Los Angeles, California 90071

A true and correct copy of the foregoing document entitled: **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. <u>TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)</u>: 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*) <u>September 18, 2014</u>, 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:

- Franklin C Adams --- City of Covina, CA
- James H Broderick City of West Covina
- Howard Camhi Dighton America, Inc.
- Carol Chow Hassen Imports Partnership
- Donald H Cram Courtesy NEF
- Howard M Ehrenberg (TR) Chapter 7 Trustee
- Marina Fineman Hassen Imports Partnership
- Ben G Gage Courtesy NEF
- Kim P. Gage Corepointe Capital Finance LLC
- Lauren N Gans --- West Covina Ford
- Barry S Glaser Los Angeles County Treasurer & Tax Collector
- Marsha A. Houston Courtesy NEF
- Jordan A Kroop Courtesy NEF

• Daniel A Lev — Howard M. Ehrenberg, Chapter 7 Trustee

- Halvor R Melom United States of America, IRA
- Susan I Montgomery Dighton America, Inc.
- Michael S Neumeister Hassen Imports Partnership
- Aram Ordubegian Courtesy NEF
- Christine M Pajak Hassen Imports Partnership
- Lisa M Peters Chrysler Realty Corporation
- Christopher J Petersen City of West Covina
- Gary Prudian Courtesy NEF
- Christopher O Rivas Howard M Ehrenberg (TR)
- Jonathon Shenson West Covina Ford
- Cathy Ta City of Covina, CA

franklin.adams@bbklaw.com Jbroderick@ssd.com stephen.owens@ssd.com christopher.petersen@ssd.com juanita.vasquez@ssd.com jordan.kroop@ssd.com hcamhi@ecjlaw.com kanthony@ecjlaw.com CChow@Stutman.com dhc@severson.com ehrenbergtrustee@sulmeyerlaw.com ca25@ecfcbis.com;C123@ecfcbis.com hehrenberg@ecf.inforuptcy.com mfineman@stutman.com bgage@cookseylaw.com kgage@cookseylaw.com lgans@shensonlawgroup.com bglaser@swjlaw.com mhouston@reedsmith.com jordan.kroop@squiresanders.com karen.graves@squiresanders.com jordan.kroop@squiresanders.com kimberly.hutchison@squiresanders.com dlev@sulmeyerlaw.com asokolowski@sulmeyerlaw.com dlev@ecf.inforuptcy.com dwalker@ecf.inforuptcy.com halvor.r.melom@irscounsel.treas.gov susan@simontgomerylaw.com mneumeister@stutman.com ordubegian.aram@arentfox.com cpajak@stutman.com lisa.peters@kutakrock.com cjpetersen@blankrome.com gprudian@manningleaver.com crivas@reedsmith.com jshenson@shensonlawgroup.com cathy.ta@bbklaw.com Arthur.Johnston@bbklaw.com

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

lisa.spencer@bbklaw.com

Case 2:11-bk-42068-ER Doc 1180 Filed 09/18/14 Entered 09/18/14 15:35:20 Desc Main Document Page 12 of 12

- John N Tedford Courtesy NEF
- United States Trustee (LA)
- Helen H Yang City of West Covina
- Hatty K Yip United States Trustee (LA)

jtedford@dgdk.com danninggill@gmail.com ustpregion16.la.ecf@usdoj.gov hyang@ssd.com hatty.yip@usdoj.gov Kenneth.G.Lau@usdoj.gov dare.law@usdoj.gov queenie.k.ng@usdoj.gov alvin.p.mar@usdoj.gov kelly.l.morrison@usdoj.gov melanie.green@usdoj.gov

Service information continued on attached page

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

On (*date*) \_\_\_\_\_\_, 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 <u>will be completed</u> 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*) September 18, 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.

The Honorable Ernest M. Robles U.S. Bankruptcy Court Roybal Federal Building Bin outside of Suite 1560 255 E. Temple Street Los Angeles, CA 90012-3332

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.

09/18/2014	Denise Walker	/s/Denise Walker
Date	Printed Name	Signature