# Case 2:11-bk-54945-ER Doc 590 Filed 09/29/14 Entered 09/29/14 15:41:10 Desc Main Document Page 1 of 16

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY			
Aram Ordubegian (SBN 185142) Andy S. Kong (SBN 243933) ARENT FOX LLP 555 West Fifth Street, 48th Floor Los Angeles, CA 90013-1065 Telephone: 213.629.7400				
Facsimile: 213.629.7401 Email: aram.ordubegian@arentfox.com andy.kong@arentfox.com				
☐ Individual appearing without attorney ☑ General Bankruptcy Counsel for Chapter 7 Trustee, Howard M. Ehrenberg				
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION				
In re:	CASE NO.: 2:11-bk-54945-ER			
	CHAPTER: 7			
FRANK J. SMITH,				
	NOTICE OF SALE OF ESTATE PROPERTY			
Debtor(s).				
Sale Date: October 22, 2014	Time: 10:00 am			
Location: Courtroom 1568, U.S. Bankruptcy Court, 255 E	. Temple Street, Los Angeles, CA 90012			
Type of Sale: ⊠ Public ☐ Private Last date to file objections: October 8, 2014				
<b>Description of property to be sold</b> : Residential Real Property located at 12720 Burbank Blvd. #310, Valley Village, California 91607				
Terms and conditions of sale: Free and clear of liens pursuant to Bankruptcy Code §§ 363(b) and (f) and subject to overbids. Total purchase price is \$295,000 subject to overbids.				
	Tolus.			

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property is	s to be sold free	and clear of liens or other interests, list date, time and locat	tion of hearing:
Property is t	o be sold free and	d clear of liens or other interests. Qualified bidders may bid at the	e auction sale on:
	Date:	October 22, 2014	
	Time:	10:00 a.m.	
	Location:	255 East Temple Street, Los Angeles, California 90012	
		Courtroom 1568	
ontact pers		Courtroom 1568  bidders (include name, address, telephone, fax and/or email	il address):
ontact per	Jan Neima	Courtroom 1568  bidders (include name, address, telephone, fax and/or emain, Realtor	il address):
ontact per	Jan Neima	Courtroom 1568  bidders (include name, address, telephone, fax and/or emain, Realtor REALTY, INC.	il address):
ontact per	Jan Neima NEIMAN R	Courtroom 1568  bidders (include name, address, telephone, fax and/or emain, Realtor REALTY, INC.	il address):

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EXHIBIT 1

## **Bidding Procedures**

Set forth below are the bidding procedures (the "<u>Bidding Procedures</u>") to be employed with respect to the prospective sale (the "<u>Sale</u>") by Howard M. Ehrenberg, the duly appointed chapter 7 trustee (the "<u>Seller</u>") of the Frank J. Smith bankruptcy estate (the "<u>Estate</u>") (Bankruptcy Case No. 2:11-bk-54945-ER, of the real property commonly known as 12720 Burbank Blvd., #310, Valley Village, California 91607 and legally described in Exhibit "A" attached hereto (the "<u>Property</u>") and all of Seller's and the Estate's rights appurtenant thereto.

Seller has currently entered into an agreement for the purchase and sale of the Property to Isaac and Cecelie Wizenfeld ("<u>Buyer</u>") (the "<u>Sale Agreement</u>"). Seller will seek entry of an order by the United States Bankruptcy Court (the "<u>Bankruptcy Court</u>"), among other things, authorizing and approving the Sale to Buyer or to a Qualified Overbidder (as hereinafter defined) which the Bankruptcy Court may determine to have made the highest or otherwise best offer to purchase the Property (the "<u>Successful Over-Bidder(s)</u>").

## **The Bidding Process**

Seller shall (i) determine whether any person is a Qualified Overbidder, (ii) coordinate the efforts of Qualified Overbidders in conducting their respective due diligence investigations regarding the Property, (iii) receive offers from Qualified Overbidders, and (iv) negotiate any offer made to purchase the Property (collectively, the "Bidding Process"). Any person who wishes to participate in the Bidding Process must be a Qualified Overbidder. Neither Seller nor his representatives shall be obligated to furnish any information of any kind whatsoever related to the Property to any person who is not a Qualified Overbidder. Seller shall have the right to adopt such other rules for the Bidding Process which, in his reasonable judgment, will better promote the goals of the Bidding Process and which are not inconsistent with any of the other provisions hereof, Title 11 of the United States Code, or of any Bankruptcy Court order.

## **Participation-Bid Requirements**

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the Bidding Process, each person (a "<u>Potential Bidder</u>") must deliver to Seller the following documents (the "<u>Required Bid Documents</u>") at least two (2) business days prior to the Auction (defined below), unless Seller waives in writing any/all of these requirements:

- (a) Current financial statements or other financial information of the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of acquiring the Property, current financial statements or other financial information of the equity holder(s) of the Potential Bidder, or such other form of financial disclosure acceptable to Seller and his advisors, demonstrating such Potential Bidder's ability to close the proposed transaction;
- (b) A letter stating that the Potential Bidder's offer is irrevocable until the earlier of (x) two (2) business days after the Property has been disposed of pursuant to these Bidding Procedures, or (y) thirty (30) days after the Sale Hearing (defined below);
- (c) An executed copy of a Residential Purchase Agreement and Joint Escrow Instructions: (i) acceptable in form to Seller (the "Overbid Purchase Agreement"), (ii) clearly marked to show any changes from the terms of the Sale Agreement, or (iii) on the same or more favorable terms as the Sale Agreement; provided, however, the purchase price in such proposed Overbid Purchase Agreement must be at least \$305,000,00;

- (d) A good faith deposit (the "Good Faith Deposit") in the form of a certified check (or other form acceptable to Seller in his sole discretion) payable to the order of Seller (or such other party as Seller may determine to hold such funds in escrow) in an amount equal to \$8,850.00; and;
- (e) Written evidence of a commitment for financing or other evidence of ability to consummate the proposed transaction satisfactory to Seller in his sole discretion. Seller will consider a bid only if the bid is on terms that are not conditioned on obtaining financing.

A Qualified Overbidder is a Potential Bidder that delivers the documents described in subparagraphs (a), (b), (c), (d), and (e) above, whose financial information demonstrates the financial capability of the Potential Bidder to consummate the Sale, and that Seller determines is reasonably likely (based on the availability of financing, experience and other considerations) to submit a *bona fide* offer and to be able to consummate the Sale if selected as the Successful Over-Bidder(s).

Within two (2) business days after a Potential Bidder delivers all of the materials required by subparagraphs (a), (b), (c), (d), and (e) above, Seller shall determine, and shall notify the Potential Bidder in writing, whether the Potential Bidder is a Qualified Overbidder.

The Buyer's offer set forth in the Sale Agreement and any overbid by Buyer is also a "Oualified Bid" herein.

## **Due Diligence**

Seller may afford each Qualified Overbidder reasonable due diligence access to the Property. Seller will designate an appropriate representative to coordinate all reasonable requests for additional information and due diligence access for such bidders. Seller shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined herein). Neither Seller nor any of his representatives are obligated to furnish any information relating to the Property to any person except to a Qualified Overbidder who provides the Required Bid Documents. Potential Bidders are advised to exercise their own discretion before relying on any information regarding the Property provided by anyone other than Seller or his representatives.

## **Bid Deadline**

A Qualified Overbidder that desires to make a bid shall deliver a written copy of his/her/its bid to Seller's counsel, Andy Kong, Esq. of Arent Fox LLP at 555 West Fifth Street, 48<sup>th</sup> Floor, Los Angeles, California 90013 (fax: 213-629-7401; email: <a href="mailto:andy.kong@arentfox.com">andy.kong@arentfox.com</a>) on or before 4:00 p.m. PDT on October 17, 2014. Seller may extend such deadline in his sole discretion (such deadline, including such extension, the "Bid Deadline"). In addition to the above-referenced extension, Seller may extend the Bid Deadline once or successively, but he is not obligated to do so.

# "As Is, Where Is"

The Sale of the Property shall be on an "As Is, Where Is" basis and without representations or warranties of any kind, nature, or description by Seller, his agents or the Estate except to the extent set forth in the Overbid Purchase Agreement of the Successful Over-Bidder as accepted by Seller and approved by the Bankruptcy Court. Except as otherwise provided in the Sale Agreement or an Overbid Purchase Agreement acceptable to Seller, and approved by the Bankruptcy Court, all Seller's and the Estate's rights, title and interests in and to the Property shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims,

charges, options and interests thereon and there against (collectively, the "Interests") in accordance with 11 U.S.C. §§ 363 and 365, with such Interests to attach to the net proceeds of the Sale of the Property.

Each Potential Bidder shall be deemed to acknowledge and represent he/she/it has had an opportunity to inspect and examine the Property and to conduct any and all due diligence regarding the Property prior to making his/her/its offer; that he/she/it has relied solely upon his/her/its own independent review, investigation and/or inspection of any documents and/or assets in making his/her/its bid; and that he/she/it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Property, or the completeness of any information provided in connection therewith or the Auction (as defined below), except as expressly stated in these Bidding Procedures or, as to the Successful Over-Bidder, the Sale Agreement or the Overbid Purchase Agreement.

# Sale Hearing and Auction

After all Qualified Bids have been received, Seller shall conduct an auction (the "Auction") for the Property. Such Auction shall take place at the United States Bankruptcy Court, 255 East Temple Street, Courtroom 1568, Los Angeles, CA 90012 on October 22, 2014 at 10:00 a.m., PDT. Only a Qualified Overbidder who has submitted a Qualified Bid will be eligible to participate at the Auction. At such Auction, Buyer and Qualified Overbidders will be permitted to increase their bids. Based upon the terms of the Qualified Bids received, the level of interest expressed as to the Property and such other information as Seller determines is relevant, Seller, after reasonable efforts to consult with interested parties, shall conduct an Auction in the manner designed to result in the highest or otherwise best offer for the Property including, but not limited to (i) setting subsequent bid amounts in \$5,000.00 increments or such other amounts in the Seller's sole discretion provided however, that the initial overbid by a Qualified Bidder must be \$305,000.00 and (ii) providing for such additional procedural rules that Seller determines to be reasonable under the circumstances for conducting the Auction.

Upon conclusion of the Auction, Seller shall (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the Sale and (ii) identify the highest and otherwise best offer (the "Successful Over-Bid"). At the Sale Hearing, Seller shall present to the Bankruptcy Court for approval, the Successful Over-Bid and any backup bids. Subject to Bankruptcy Court approval, Seller may adopt rules for the Bidding Process that are not inconsistent with any of the provisions of the Bankruptcy Code, Bankruptcy Rules, any Bankruptcy Court order, or these Bidding Procedures.

The sale hearing (the "Sale Hearing") shall take place following the Auction on October 22, 2014 at 10:00 a.m., PDT at the Bankruptcy Court. The Sale Hearing may be adjourned or rescheduled without notice by an announcement of the adjourned date of the Sale Hearing. At such Sale Hearing, Seller shall present the Successful Over-Bid to the Bankruptcy Court for approval. Following the Sale Hearing approving the Sale of the Property to a Successful Over-Bidder, if such Successful Over-Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Over-Bidder, (a) he/she/it will forfeit his/her/its Good Faith Deposit to Seller and Seller may pursue any and all of his options at law and in equity with respect to such breach and (b) the next highest or otherwise best Qualified Bid, as disclosed at the Sale Hearing, shall be deemed to be the Successful Over-Bid and Seller shall be authorized to effectuate such sale without further order of the Bankruptcy Court or (c) Seller may reschedule for a later date and time, another auction for the Property.

# **Acceptance of Qualified Bids**

Seller presently intends to sell the Property to Buyer or the highest or otherwise best Qualified Overbidder. Seller's presentation to the Bankruptcy Court for approval of a particular Qualified Bid does not constitute Seller's acceptance of such bid. Seller will be deemed to have accepted a bid only when the bid has been approved by an order of the Bankruptcy Court.

## Return of Good Faith Deposit

Within five (5) business days after the entry by the Bankruptcy Court approving the Sale of the Property to the Successful Over-Bidder, any Good Faith Deposits submitted by Qualified Bidders shall be returned, along with interest accrued thereon, except for the Good Faith Deposit of the Successful Over-Bidder (and except with respect to any Qualified Bidder willing to serve as a back-up bidder), in which case the Good Faith Deposit will be applied to the purchase price for the Property, and except with respect to any bidder that forfeits his/her/its Good Faith Deposit. In the event a back-up bidder is selected and agrees to be designated as such, that Qualified Bidder's Good Faith Deposit shall continue to be held until the time the sale to the Successful Over-Bidder closes or the back-up bidder becomes the Successful Over-Bidder, at which time the Good Faith Deposit will be applied to the final purchase price.

# **Modifications**

Seller may (a) determine, in his business judgment, which Qualified Bid, if any, is the highest or otherwise best offer; and (b) reject at any time before the entry of an order of the Bankruptcy Court approving a Qualified Bid, any bid that, in Seller's reasonable discretion is (i) inadequate or insufficient, (ii) not in conformity with the conditions of sale, or (iii) contrary to the best interests of Seller, the Estate and/or its creditors. At or before the Sale Hearing, Seller may impose such other terms and conditions as he may determine to be in the best interest of Estate, its creditors and/or other parties in interest, provided that any such other terms or conditions are approved by the Bankruptcy Court.

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EXHIBIT 1(a)

Assessed Owner: FRANK SMITHWIDOWER

Legal Description: A PARCEL OF LAND LOCATED IN THE STATE OF CA, COUNTY OF LOS ANGELES, WITH A SITUS ADDRESS OF 12720 BURBANK BLVD 310, VALLEY VILLAGE CA 91607-1425 C015 CURRENTLY OWNED BY SMITH FRANK HAVING A TAX ASSESSOR NUMBER OF 2346-028-201 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS TR=43492 LOTS 1 AND 2 CONDOMINIUM UNIT 2-310 AND DESCRIBED IN DOCUMENT NUMBER 131855 DATED 01/15/2004 AND RECORDED 01/21/2004.

## **Property Information**

#### **LOCATION INFORMATION**

Subdivision: 43492

Legal Block/Bldg:

Legal Book/Page: 107-- 64

Legal Lot/Unit: 1

Assessor's Parcel Number: 2346-028-201

**ADDRESS** 

Property Address: 12720 BURBANK BLVD 310

VALLEY VILLAGECA91607-1425

Mailing Address: 1061 1/2 N SPAULDING AVE

WEST HOLLYWOOD CA90046-C015

TAX INFORMATION

Tax Year: 2013

Property Tax: \$2664.92

Assessed Year: 2013

Total Assessed Value: \$208000

Tax Rate Area: 13

Land Value: \$160000

Delinquent Tax Year:

Improvement Value: \$48000

Exemption:

## TRANSACTION HISTORY

**HISTORY RECORD #** 1

Sale Price: \$46500.0

Sale Recording Date: 01/21/2004

Sale Price Type: GRANT DEED

Sale Date: 01/15/2004

Sale Type:

Record Doc. No.: 131855

Document Type: GRANT DEED

Title Co.: LAWYERS TITLE Grantor: SCHNAPP MOSHE J Grantee: SMITH FRANK

Lender: CREDIT CORP

Mortgage Recording Date:

Mortgage Loan Type: YEARS

Mortgage Doc. No.: 000000131856

Mortgage Rate Type: ADJUSTABLE INT RATE LOAN

Loan Amount: 200000

Mortgage Term: 30

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Record Doc. No.: 131855

Document Type: GRANT DEED

Title Co.: LAWYERS TITLE Grantor: SCHNAPP MOSHE J Grantee: SMITH FRANK

Lender: CREDIT CORP

Mortgage Recording Date: Mortgage Loan Type: YEARS

Mortgage Doc. No.: 000000131856

Mortgage Rate Type: ADJUSTABLE INT RATE LOAN

Loan Amount: 200000

Mortgage Term: 30

# 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:

Arent Fox LLP, Gas Company Tower, 555 West Fifth Street, 48th Floor, Los Angeles, CA 90013.

A true and correct copy of the foregoing document entitled (specify): NOTICE OF SALE OF ESTATE PROPERTY will be

Date	i iiillea ivaiile	Oignatur <del>a</del>
September 29, 2014  Date	AYLIN SOOKASSIANS Printed Name	/s/ Aylin Sookassians Signature
I declare under penalty of	perjury under the laws of the Unite	Service information continued on attached page and States that the foregoing is true and correct.
for each person or entity s following persons and/or e such service method), by	erved): Pursuant to F.R.Civ.P. 5 a intities by personal delivery, overnical facsimile transmission and/or email	IL, FACSIMILE TRANSMISSION OR EMAIL (state method and/or controlling LBR, on (date), I served the ght mail service, or (for those who consented in writing to I as follows. Listing the judge here constitutes a declaration be completed no later than 24 hours after the document is
		⊠ Service information continued on attached page
bankruptcy case or advers States mail, first class, pos	<b>2014</b> , I served the following persor ary proceeding by placing a true a	ns and/or entities at the last known addresses in this and correct copy thereof in a sealed envelope in the United bllows. Listing the judge here constitutes a declaration that after the document is filed.
		⊠ Service information continued on attached page
Orders and LBR, the foreg September 29, 2014, I ch	joing document will be served by the cked the CM/ECF docket for this light	CTRONIC FILING (NEF): Pursuant to controlling General ne court via NEF and hyperlink to the document. On (date) bankruptcy case or adversary proceeding and determined ist to receive NEF transmission at the email addresses state
manner stated below:	on the judge in chambers in the	form and manner required by LBR 5005-2(d); and <b>(b)</b> in th

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

F 9013-3.1.PROOF.SERVICE

#### 1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Jeff Astarabadi on behalf of Creditor Bridgeview Commercial Finance, Inc. , Iromines@muchshelist.com

Scott Beauchamp on behalf of Creditor NCEP, LLC by AIS Data Services, LP as agent ecfnotices@ascensioncapitalgroup.com

Adam J Biehl on behalf of Interested Party Courtesy NEF BR-ECF@BaileyCavalieri.com, BR-ECF@BaileyCavalieri.com

Howard M Ehrenberg (TR)

ehrenbergtrustee@sulmeyerlaw.com, ca25@ecfcbis.com;C123@ecfcbis.com;hehrenberg@ecf.inforuptcy.com

Howard M Ehrenberg (TR) on behalf of Trustee Howard M Ehrenberg (TR) ehrenbergtrustee@sulmeyerlaw.com, ca25@ecfcbis.com;C123@ecfcbis.com;hehrenberg@ecf.inforuptcy.com

Howard M Ehrenberg (TR) on behalf of Trustee Howard M Ehrenberg, Chapter 7 Trustee ehrenbergtrustee@sulmeyerlaw.com, ca25@ecfcbis.com;C123@ecfcbis.com;hehrenberg@ecf.inforuptcy.com

M Douglas Flahaut on behalf of Trustee Howard M Ehrenberg (TR) flahaut.douglas@arentfox.com

M Douglas Flahaut on behalf of Trustee Howard M Ehrenberg, Chapter 7 Trustee flahaut.douglas@arentfox.com

Todd S Garan on behalf of Creditor BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME ch11ecf@piteduncan.com, TSG@ecf.inforuptcy.com

Michelle R Ghidotti on behalf of Creditor Capital One, N.A. mghidotti@ghidottilaw.com, ECFNotifications@ghidottilaw.com

Michelle R Ghidotti on behalf of Interested Party Courtesy NEF mghidotti@ghidottilaw.com, ECFNotifications@ghidottilaw.com

Arnold L Graff on behalf of Interested Party Courtesy NEF ecfcacb@piteduncan.com

Gina J Kim on behalf of Creditor Bank of America, N.A. gjkim@piteduncan.com, ecfcacb@piteduncan.com;GJK@ecf.inforupcty.com

John H Kim on behalf of Creditor Wells Fargo Bank N.A. jkim@cookseylaw.com

Andy Kong on behalf of Trustee Howard M Ehrenberg, Chapter 7 Trustee Kong.Andy@ArentFox.com

Dare Law on behalf of U.S. Trustee United States Trustee (LA) dare.law@usdoj.gov

Aram Ordubegian on behalf of Trustee Howard M Ehrenberg, Chapter 7 Trustee

ordubegian.aram@arentfox.com

Timothy J Silverman on behalf of Creditor NCEP, LLC by AIS Data Services, LP as agent tim@sgsslaw.com

Ramesh Singh on behalf of Interested Party Courtesy NEF claims@recoverycorp.com

Michael W Tan on behalf of Creditor UNITED STATES OF AMERICA, IRS michael.w.tan@irscounsel.treas.gov

Jennifer R Tullius on behalf of Creditor OMP Azusa Cyn, LLC jtullius@tulliuslaw.com

United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

Robert M Yaspan on behalf of Attorney Robert M. Yaspan court@yaspanlaw.com, tmenachian@yaspanlaw.com

Robert M Yaspan on behalf of Debtor Frank J. Smith court@yaspanlaw.com, tmenachian@yaspanlaw.com

Robert M Yaspan on behalf of Plaintiff Frank J. Smith court@yaspanlaw.com, tmenachian@yaspanlaw.com

Robert P Zahradka on behalf of Interested Party Courtesy NEF ecfcacb@piteduncan.com, RPZ@ecf.inforuptcy.com

## 2. SERVED BY UNITED STATES MAIL:

#### **Judge**

Honorable Ernest M. Robles United States Bankruptcy Court 255 E. Temple Street, Suite 1560 Los Angeles, CA 90012

#### **Attorney for Debtor**

Steven E. Trabish 4850 Azusa Canyon Road Irwindale, CA 91706

# **Request for Special Notice**

John Maguire 5112 Baldwin Park Blvd Baldwin Park, CA 91706

Sedacca Accountancy Corporation 11661 San Vicente Blvd Ste 609 Los Angeles, CA 90049

#### **United States Trustee**

Dare Law Office of the United States Trustee 915 Wilshire Blvd., Suite 1850 Los Angeles, CA 90017

## **Master Mailing List**

Howard M Ehrenberg (TR) SulmeyerKupetz 333 South Hope Street, 35th Floor Los Angeles, CA 90071-1406

Bank of America ATTN: Correspondence Unit CA6-919-01-41 PO Box 5170 Simi Valley, CA 93062-5170

Lee & Associates Attn: Mark White / Todd Launchbaugh, SIOR Associate / Senior Vice President 3535 Inland Empire Blvd. Ontario, California 91764

OCWEN Loan Servicing, LLC 1661 Worthington Rd., Ste 100 West Palm Beach, FL 33409

Scope Aircraft Finance 140 East Town Street, Suite 1400 Columbus, OH 43215-5114

Wells Fargo Bank, N.A. Home Equity Group 1 Home Campus X2303-01A Des Moines, Iowa 50328-0001

Robert M Yaspan Law Offices of Robert M Yaspan 21700 Oxnard St Ste 1750 Woodland Hills, CA 91367-7593 Synergy Real Estate Group Attn: Jeremy Trotter Executive Vice President 11030 Arrow Routed, Suite 211 Rancho Cucamonga, California 91730

Bridgeview Commercial Finance, Inc. Much Shelist, PC 2 Park Plaza, Suite 1075 Irvine, CA 92614-8587

The Sandown Fund LP 708 Third Street, Suite 2500 New York, NY 10017-4233

Lucille Dennis 2778 Hillcrest Drive La Verne, CA 91750

The Sandown Fund, LP 25 West 45th Street, Suite 1205 New York, New York 10036-4902

William A. Klepperman 11355 West Olympic Blvd., Suite 100 Los Angeles, CA 90064-1631

Bridgeview Commercial Finance, Inc. Much Shelist, P.C. 2 Park Plaza, Suite 1075 Irvine, CA 92614-8587

Los Angeles City Clerk
P.O. Box 53200

Los Angeles, CA 90053-0200

Bank of America, N.A. Pite Duncan, LLP 4375 Jutland Drive, Suite 200 P.O. Box 17933 San Diego, CA 92177-7921

Fidelity National Default Services 4350 La Jolla Vilkage Drive, Suite 370 San Diego CA 92122-1244

Paul E. Van Hoomissen Much Shelist Deneberg Ament & Et Al. 2 Park Plaza, Suite 1075 Irvine, CA 92614-8587

Scope Leasing, Inc. c/o Yvette A. Cox, Esq. Bailey Cavalieri LLC 10 W. Broad Street, Suite 2100 Columbus, OH 43215-3455

Wells Fargo Bank 350 Colorado Blvd Suite 390 Pasadena, CA 91105-1855

Robert Sanderson 5736 Las Virgenes Road, #212 Calabasas, CA 91302

Utility Partners of America, LLC 7600 Pelham Road Greenville, SC 29615

Bridgeview Bank Group 7940 S. Harlam Ave Bridgeview, IL 60455-1598

NCEP, LLC by AIS Data Services, LP as agent Department 233 PO BOX 4457 Houston, TX 77210-4457 Lucille Dennis 2115 Stratford La Verne, CA 91750-5141

Thomas G. Amon, Esq. 250 West 57th Street, Suite 1316 New York, NY 10107-1305

JPMorgan Chase Bank, N.A. Attn: Correspondence Mail Mail Code LA4-5555, 700 Kansas Lane Monroe, LA 71203

Options in Home Care c/o Aaron R. Salo Esq. 20955 Pathfinder Rd., Suite 100 Diamond Bar, CA 91765-4029

The Sandown Fund, LP c/o Randy Bain, Agent for Service of Pro 158 N Glassell St Ste 204 Orange, CA 92866-1463

Frank J. Smith 4850 Azusa Canyon Road Irwindale, CA 91706-1938

James Griffen Esq. Three First Natural Plaza 70 West Madison St., Suite 4500 Chicago IL 60602-4227

Santander Consumer USA P.O. Box 560284 Dallas, TX 75356-0284

Chase Bank Mail Code: OH4-7302 P.O. Box 24696 Columbus, OH 43224-0696

CONTRA COSTA COUNTY TREASURER TAX COLLECTOR ATTN ERIC MOE POB 967 MARTINEZ CA 94553-0096

Capital One, N.A. The Law Offices of Michelle Ghidotti 5120 E. La Palma Avenue, Suite 206 Anaheim Hills, CA 92807-2091 Agent for Service of Process for OCWEN Loan Servicing, LLC Corporation Service Company which will do business in California as CSC – Lawyers Incorporating Service The Prentice-Hall Corporation System, Inc. 2710 Gateway Oaks Dr., Ste 150N Sacramento, CA 95833

#### **Federal and State Government Units**

Internal Revenue Service (IRS) P.O. Box 7346 Philadelphia, PA 19101-7346

Internal Revenue Service Centralized Insolvency Operations 600 Arch Street Philadelphia PA 19106

Franchise Tax Board Bankruptcy Section, MS: A-340 P. O. Box 2952 Sacramento, CA 95812-2952

Employment Development Department Bankruptcy Group MIC 92E P. O. Box 826880 Sacramento, CA 94280-0001 Franchise Tax Board PO Box 1673 Sacramento, CA 95812-1673

Los Angeles County Tax Collector P. O. Box 54110 Los Angeles, CA 90054-0110

LA County Tax Collector P.O. Box 54088 Los Angeles, CA 90054-0088