

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Steven P. Chang (CSB 221783) Robert M. Aronson (CSB 81487) LAW OFFICES OF STEVEN P. CHANG 801 S. Garfield Avenue, Suite 338 Alhambra, CA 91801-4486 Telephone: (626) 281-1232 Facsimile: (626) 281-2919 Email: schang@spclawoffice.com	FOR COURT USE ONLY
<input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor Maria Scaccianoce	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: Maria Scaccianoce	CASE NO.: 2:12-bk-32482-NB CHAPTER: 11
Debtor(s).	NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 11/12/2013	Time: 11:00 am
Location: US Bankruptcy Court, 255 E. Temple Street, Courtroom 1545, Los Angeles, California	

Type of Sale: Public Private **Last date to file objections:** 10/29/2013

Description of property to be sold:
 Estate's and Co-Owners' Interest in real property located at 3827 Tilden Avenue, Culver City, CA 90232

Terms and conditions of sale:
 See attached

Proposed sale price: \$ 2,260,000.00

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):

Minimum first overbid \$100,000. All subsequent overbids at \$50,000. All bidders must prequalify with Debtor's counsel:
Robert M. Aronson, 444 S. Flower Street, Suite 1700, Los Angeles, CA 90071, Telephone No. (213) 688-8945, Fax No.:

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

Hearing to be held November 12, 2013 at 11:00 a.m. at the location indicated on page 1 of this notice.

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

As indicated above. All communications with Robert Aronson by potential bidders shall be by telephone or email

Date: 10/21/2013

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

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A. General Background

1. The Income Properties.

The Debtor is an individual and is or was the partial owner of 6 income producing properties located at 3827 Tilden Avenue, Culver City, California ("Tilden Property"), 11365 Washington Place, Los Angeles, California (the "Washington Property"), 11405 Venice Blvd., Los Angeles, California, 1900 Penmar Avenue, Venice, California, 3960 Van Buren Place, Culver City, California ("Van Buren Property"), and 4191 Marcaseel, Los Angeles, California (collectively, the "Income Properties"). Certain of the Income Properties are in the Probate Estate of Frank Scaccianoce, the Debtor's deceased husband. The Debtor is the administratrix of that estate. The Debtor's bankruptcy estate ("Estate") has an interest in the proceeds of the sale of any of the Income Properties which may be sold in probate. The Debtor also is the owner of her residence located at 6942 W. 85th Place, Los Angeles, California.

The Debtor intends to sell some or all of the Income Properties in order to satisfy the claims of this Estate. The subject of this Motion is 3827 Tilden Avenue, Culver City, California (the "Property"). The Debtor owns an undivided 55% of the Property. The other undivided ownership interests in the Property belong to Marie Keating and Steven Terlizzi as joint tenants as to a 6% interest, Enghouse, LLC, as to an undivided 14% interest, and Marie A. Keating as to an undivided 25% interest (collectively, the "Co-Owners"). The Debtor understands that Enghouse LLC waives its right of first refusal to purchase the Property and consents to the contemplated sale thereof. The Debtor believes that the remaining Co-Owners may not agree to the sale, and if this is the case, the Debtor will immediately file an adversary proceeding against those Co-Owners pursuant to 11 U.S.C. § 363(h) to complete the sale.

Creditor Zswift has a blanket deed of trust against the Van Buren Property and the Tilden Property for approximately \$633,000. Zswift is in the process of receiving \$450,000 from the closing of the sale of the Van Buren Property, which this Court recently approved. The remainder of Zswift's claim will be paid in full from the sale of the Tilden Property.

Creditor James Ratliff ("Ratliff") has blanket deeds of trust against all of the Debtor's Properties, including one for \$280,000 against the Tilden Property. Ratliff's claim, as well as that

1 of unsecured creditor Patt Kaye, have been resolved by way of a settlement, which has been
2 signed and is subject to a motion to approve same ("Settlement Motion"), to be heard by this
3 Court on October 23, 2013. If approved, that settlement provides that Ratliff will receive, among
4 other things, \$300,000.00 from the proceeds of the sale of the Tilden Property.

5 On April 2, 2013, an order was entered authorizing the employment of Nick Avedissian of
6 Keller Williams ("Agent") to market and sell the Income Properties, including the Property.

7 2. The Proposed Sale of the Property.

8 The Debtor has negotiated a sales transaction whereby the Estate's and the Co-Owner's
9 interests in the Property will sold for \$2,260,000, subject to overbid and Court approval. Attached
10 to the Sale Motion as Exhibit "2" is a true and correct copy of the proposed Sale Agreement with
11 Addenda.

12 The Property was listed for sale on June 12, 2013. The Debtor received over 9 offers for
13 the purchase of the Property. The Debtor has determined that it is in the best interest of the Estate
14 to proceed with the sale to Ahmed Patail ("Buyer") for the sum of \$2,260,000.00, the highest
15 bidder.

16 The final Sale Agreement was signed on July 7, 2013. The sale of the Tilden Property was
17 delayed while working out issues associated with the previous sales of the Washington Property
18 and the Van Buren Property, which issues were very similar to those which would affect the sale
19 of the Tilden Property. Pursuant to the Agreement, the Buyer has deposited the initial deposit of
20 \$63,000.00 ("Initial Deposit") with Old Republic Title Company Escrow, 101 North Brand Blvd.,
21 Glendale, California 91203. The escrow officer for Old Republic, Patty Franey, has since
22 transferred to Mara Escrow, a sister company of Old Republic, and has taken this sale, along with
23 the documentation and proceeds to Mara Escrow. All contingencies have been removed except
24 with respect to the Bankruptcy Court bidding process and Court approval. The Initial Deposit
25 shall be refundable only if Buyer is not the successful bidders in the event overbids are received.

26 The Debtor has obtained a Preliminary Title Report reflecting the full and complete legal
27 description of the Property and all known liens, claims and interests.
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II.

RELIEF SOUGHT IN THIS MOTION

The Debtor seeks an order approving the Debtor's proposed sale of the Property, free and clear of liens and subject to overbid, and determining the Buyer is a good faith purchaser under §363(m) of the Bankruptcy Code.

A. Approval of Proposed Sale of Property

The Debtor seeks approval to sell the Property on the terms and conditions set forth in the proposed Sale Agreement with Addendums. In this Motion, the Debtor seeks approval to pay from the gross proceeds of the sale of the Property (either from escrow or through an Order of the Court depending upon the proposed payee) the following estimated amounts:

Payee	Reason for Payment	Amount
Purchase Price		\$2,260,000.00
Nick Avedissian/Keller Williams	Seller broker's commissions 3%	\$67,800.00
Keller Williams Burbank	Buyer broker's commissions – 3%	\$67,800.00
Franchise Tax Board	Withholding tax	\$75,258.00
City and State	Transfer taxes	\$12,656.00
For credit to buyer	Prepaid rents	\$12,925.00
Old Republic/Mara Escrow/Title	Escrow and title costs	\$12,206.00
Los Angeles County	Property Taxes	\$5,461.00
Sub-Total Costs		\$241,900.00
Net Available		\$2,018,100.00
Marie A. Keating 25%	Payment to Co-Owner	\$504,525.00
Keating/Terlizzi 6%	Payment to Co-Owner	\$121,086.00
Enghouse LLC 14%	Payment to Co-Owner	\$282,534.00
Est. Net Available to Estate		\$1,109,955.00
Payment to Zswift	Payoff of First Trust Deed	\$188,000.00

1	Payment to Ratliff	Payment of Second TD	\$280,000.00 ¹
2	Net to Estate		\$641,955.00
3			

B. Determination That Buyer Is a Good Faith Purchaser.

The Debtor also seeks an Order determining that Buyer is a good faith purchaser entitled to the protections of 11 U.S.C. §363(m). The Buyer does not have any connection or relationship with the Debtor and have negotiated an arms-length transaction with the Debtor. See the Declarations of Ahmed Patail, and Maria Scaccianoce attached hereto.

C. Summary of Terms of Sale of the Property.

The Debtor is seeking Court authority to sell the Property to Ahmed Patail, subject to overbid. The proposed terms of sale include the following:

1. Subject to Bankruptcy Court approval, the Debtor has accepted the offer to sell her interest and that of Marie Keating, Steven Terlizzi and Enghouse LLC in the Tilden Property to Ahmed Patail for the sum of \$2,260,000.00, free and clear of all liens, claims and interests.
2. Payment of the Co-Owners.
3. Payment of the liens and other encumbrances from the Debtor's interest in proceeds against the Property as set forth above from escrow.
4. The proposed sale is subject to overbids. The initial deposit shall be refundable only if the Buyer is not the successful bidders in the event overbids are received. Any overbids must present proof of ability to complete a sale prior to the start of the hearing. Any potential overbidders are encouraged to contact Debtor's counsel prior to hearing to further discuss the overbidding procedures.
5. The Motion further seeks to eliminate to fourteen-day stay on effectiveness of any Order approving the sale otherwise applicable pursuant to Rule 6004(h) of the Federal Rule of Bankruptcy Procedure.
6. The Motion also seeks approval for the payment of real estate brokerage commissions from escrow upon closing. Subject to Court approval, the Debtor has agreed to pay a total commission of five percent (5%) of the \$2,260,000.00 sales price. If the proposed

¹ This amount shall increase to \$300,000 if the Settlement Motion is approved.

1 \$2,260,000.00 sale is approved without overbids, the total commission will equal
2 \$113,000.00, which will be paid from the sale proceeds. Half of the commission will be
3 paid to the Debtor's agent, Nick Avedissian of Keller Williams, and the other half to
4 Buyer's broker, Keller Williams Burbank, from escrow upon closing, subject to the terms
5 and conditions set forth in the Court's order approving employment of the Agent.

6 **D. The Sale is Subject to Overbid and Proposed Bidding Procedures.**

7 The Property will be sold subject to overbid at an open auction to be conducted by the
8 Court or the Debtor at the time that this Motion is heard. The Debtor proposes that the initial
9 overbid for the Property must be at least \$100,000 over the proposed purchase price and all
10 subsequent overbids must be in increments of at least \$50,000. The successful bid will be
11 determined by the Court at the completion of the bidding process at which time the successful
12 buyer must tender an earnest money, good faith, and non-refundable deposit in the form of
13 certified funds or cashier's check payable to the trust account of Debtor's counsel in the amount of
14 at least \$100,000.

15 Anyone wishing to qualify as a bidder for the purchase of the Property must, prior to the
16 start of the auction, provide proof of satisfactory to counsel for the Debtor that such bidder has
17 sufficient funds to make the specified deposit and financial ability to complete the sale.
18 The Debtor also requests that the Court approve a "back up" bid at the time of auction, which will
19 become the successful bid in the event of non-performance of the successful bidder.

20 **III.**

21 **COMPLIANCE WITH U.S. TRUSTEE GUIDELINES**

22 In compliance with Rule 6004(f)(1) of the Federal Rules of Bankruptcy Procedure, the
23 Debtor will provide a copy of the escrow closing statement to the Office of the United States
24 Trustee within (10) days of the close escrow.

25 Based on the foregoing, the Debtor believes the sale of the Property as proposed is in the
26 best interests of the estate and its creditors. The Debtor believes that the sale price is fair and
27 reasonable under current market conditions.
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IV.

LEGAL AUTHORITY

A. Authority to Sell Real Property to a Good Faith Purchaser.

The Debtor is seeking authority to sell Property under 11 U.S.C. § 363. Under § 363, a trustee² is empowered to sell assets of the “after notice and a hearing.” The standards for approval of a sale pursuant to §363(b)(1) require that the proponent of the sale establish that: (1) a “sound business purpose justifies the sale;” (2) “accurate and reasonable”; and (4) “good faith, i.e., the absence of any lucrative deals with insiders, is present.” See, *In re Industrial Valley Refrig. & Air Cond. Supplies, Inc.*, 77 B.R. 15, 21 (Bankr. E.D.Pa. 1987). The Debtor’s proposed sale of the Property conforms with each of these requirements.

The Ninth Circuit in *In re Walter*, 83 B.R. 14 (B.A.P.9th Cir. 1988) has adopted a flexible, case by case test to determine whether the business purpose for a proposed sale justifies disposition of property of the estate under §363(b). The Court in *In re Continental Airlines, Inc.* explained the *Walter* test:

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

² The Debtor is a debtor in possession with the powers of a trustee pursuant to Section 1107.

1 *Walter*, supra, at 19-20 quoting, *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir. 1986).

2 In this case, the facts surrounding the sale support the Debtor's business decision to sell the
3 Property. The Property's estimated value is significantly higher than the Debtor originally
4 estimated when she filed her bankruptcy schedules, which estimate was only \$1,525,000. The
5 Buyer is not associated with the Debtor in any way. The proposed sale of the Property is a sound
6 business decision because it will generate significant cash proceeds for the estate.

7 Reasonable notice of the sale was provided to all interested parties. The price to be paid is
8 fair and reasonable and the sale is being made in good faith. Good cause thus exists to authorize
9 the sale of the Property.

10 **B. Sale Of The Property Free And Clear Of Liens Under 11 U.S.C. §363(f)**

11 1. Sale Free and Clear of Liens

12 The Debtor seeks authority to complete the sale free and clear of all liens, claims and
13 interests. Bankruptcy Code §363(f) allows a trustee to sell property of the bankruptcy estate "free
14 and clear of any interest in such property of an entity," if any one of the following conditions is
15 met:

- 15 (1) Non-bankruptcy law permits a sale of such property free and clear of such interest;
- 16 (2) Such entity consents;
- 17 (3) Such interest is a lien and the price at which such property is to be sold is greater than the
18 aggregate value of all liens on such property;
- 19 (4) Such interests is in bona fide dispute; or
- 20 (5) Such entity could be compelled, in a legal or equitable proceeding, to accept money
21 satisfaction of such interest.

22 11 U.S.C. §363(f).

23 In this case, there are two outstanding deeds of trust against the Property. The first is to
24 Zswift LLC in the amount of approximately \$188,000. This amount will be paid at the closing.
25 The second trust deed is owing to creditor Ratliff. According to the preliminary title report
26 attached hereto, Ratliff is owed the principal sum of approximately \$280,000. Taking into account
27 this amount, the liens against the Property total approximately \$468,000³. Because the net to the

28 ³ If the Court approves the Debtor's settlement with Ratliff on October 23, 2013, Ratliff
will actually receive \$300,000 from this sale in return for releasing his blanket deed of trust

1 estate in this case would be approximately \$1,110,000.00 and because this amount exceeds the
2 total of all liens, claims and encumbrances, the proposed sale free and clear is authorized by 11
3 U.S.C. §363(f)(3).

4 Sale Free and Clear of Co-Owners' Interests

5 Pursuant to Section 363(f), the trustee may sell property free and clear of interests of an
6 entity if, among other things, "such entity consents". The Co-Owners in this case are Marie
7 Keating, Steven Terlizzi and Enghouse LLC. The Debtor understands through communications
8 between counsel that Enghouse LLC consents to the sale. Counsel further understands that the
9 remaining Co-Owners may consent to the sale⁴. Thus, the standard set forth in Section 363(f)(2)
10 has been satisfied.

11 Pursuant to 11 U.S.C. §363(h), a trustee may sell both the estate's interest and the
12 undivided tenancy in common, joint tenancy or tenant by the entirety interest of any co-owner in
13 property, only if "(1) partition in kind of such property among the estate and such co-owners is
14 impracticable, (2) sale of the estate's undivided interest in such property would realize
15 significantly less for the estate than the sale of such property free of the interests of such co-
16 owners; (3) the benefit to the estate of a sale of such property free of the interests of co-owners
17 outweighs the detriment, if any, to such co-owners; and (4) the property is not used in the
18 production ...of energy... or power." As demonstrated below, the Debtor satisfies all of these
19 criteria.

20 A. Partition is Impracticable

21 "Partition assumes that a property may be physically divided in order that all co-owners
22 could each be given an appropriate portion of the whole." *In re Spickelmire*, 433 B.R. 792, 801
(Bankr. Ct., Idaho 2010). Therefore, if a property does not lend itself to a physical division,
23 partition is not practicable.

24 In the instant case, the Property is a 10-unit apartment building. These units cannot be
25 physically divided between the Debtor and Co-Owners. For example, the Debtor and the Co-

26 against all of the remaining Properties. This consensual agreement with Ratliff would therefore
27 constitute grounds for approval of the Motion under Section 363(f)(2).

28 ⁴ If these Co-Owners do not confirm their consent to the sale, the Debtor is prepared to
immediately file an adversary against such Co-Owners pursuant to 11 U.S.C. § 363(f) & (h).

1 Owners own very divergent percentage interests, with the Debtor owning 55% (equal to 5.5 units)
2 and Ms. Keating owing 25% (2.5 units), and Enghouse LLC owning 14% (1.4 units). Thus, there
3 is no practicable way to physically divide the Property such that the Debtor and the Co-Owners
4 would receive their precise percentage share. Accordingly, partition is impracticable.

5 **B. The Sale of the Estate's Undivided Interest Would Realize Less for the Estate**

6 The Debtor believes that there would be no market for the sale of her 55% undivided
7 interest since no buyer would want to be a co-owner with a number of other parties. Even if there
8 were a market for such a sale, the Debtor's interest would subject to a very steep discount,
9 realizing significantly less for the estate. Where the sale of the estate's interest and that of the Co-
10 Owner will realize significantly more for the estate than just the sale of the estate's interest, the
11 sale of the debtor's and the co-owner's interests should be approved. *In re Maruko, Inc.*, 200 B.R.
12 876, 882 (Bankr. S.D. Ca. 1996), citing *In re Reed*, 940 F. 2d 1317, 1323 (9th Cir. 1991).

13 **C. There is No Detriment to the Co-Owner**

14 The Debtor is receiving a very favorable price for the Property. In fact, Enghouse LLC,
15 which has the means to exercise its right of first refusal, has elected not to do so on the grounds
16 that the price is too high. Thus, the Co-Owners cannot complain that they are being shortchanged
17 on the value that they are receiving for her interest. Thus, the Co-Owners are not suffering any
18 detriment.

19 **D. The Property is Not Used for Energy Production**

20 This factor is inapplicable since the Property is a 10-unit apartment building, not a
21 producer of energy.

22 Based on all of the foregoing, the Debtor has satisfied all criteria for selling the Property
23 free and clear of both liens and the interest of the Co-Owners.

24 **D. Good Faith Purchaser**

25 The good faith requirement "focuses principally on the element of special treatment of the
26 debtor's insiders in the sale transaction." See, *In re Industrial valley Refrig. & Air Cond. Supplies,*
27 *Inc.*, supra, 77 B.R. 15, 17. In this case, the proposed sale is not to an insider, and no insiders
28 received any special treatment or consideration.

Based upon the foregoing, the proposed sale satisfies the standards for approval of a sale of
the Property outside of the ordinary course of business pursuant to § 363(b) and good cause exists

1 to make a finding that the Buyer or an overbidder, if any, is purchasing the Property in “good
2 faith” pursuant to Bankruptcy Code § 363(m).

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
801 S. Garfield Ave., Suite 338 Alhambra, CA 91801

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. **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) 10/21/2013, 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:

Service information continued on attached page

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

On (date) 10/21/2013, 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.

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) _____, 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.

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.

10/21/2013
Date

Cecilia Hung
Printed Name

Signature

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

PROOF OF SERVICE

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 801 S. Garfield Ave., Suite 338, Alhambra, CA 91801.

A true and correct copy of the foregoing document entitled (*specify*) _____ will be served or was served a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and b) in the manner indicated below:

I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING

(NEF) Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of 10/22/13, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below.

Robert M Aronson on behalf of Debtor Maria A Scaccianoce
robert@aronsonlawgroup.com

Richard A Brownstein on behalf of Creditor Zswift, LLC rbrownstein@greenbass.com
Jeffrey A Krieger on behalf of Creditor James Ratliff jkrieger@ggfirm.com,
kwoodson@greenbergglusker.com; calendar@greenbergglusker.com;
pporooshani@greenbergglusker.com

Jeffrey A Krieger on behalf of Interested Party Jeffrey A. Krieger
jkrieger@ggfirm.com, kwoodson@greenbergglusker.com; calendar@greenbergglusker.com;
pporooshani@greenbergglusker.com

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

Peter F Lindborg on behalf of Creditor Patt Marion Kaye
plindborg@lmlp.com

Peter F Lindborg on behalf of Defendant Patt Marion Kaye
plindborg@lmlp.com

Peter F Lindborg on behalf of Plaintiff Patt Marion Kaye
plindborg@lmlp.com

Terry Loftus on behalf of Creditor Wells Fargo Bank, NA., its assignees and/or successors, by and through its servicing agent Wells Fargo Home Mortgage
bknotice@mccarthyholthus.com, tloftus@mccarthyholthus.com

Susan I Montgomery on behalf of Interested Party Courtesy NEF
susan@simontgomerylaw.com

Alan I Nahmias on behalf of Interested Party Courtesy NEF
anahmias@mbnlawyers.com, jdale@mirmanbulman.com

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United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

II. SERVED BY UNITED STATES MAIL:

A copy of this notice and a true copy of this judgment or order was sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es) indicated below:

Honorable Neil W. Bason
United States Bankruptcy Court
255 E. Temple St., Suite 1552
Los Angeles, CA 90012

Office of the United States Trustee
725 S Figueroa St., 26th Floor
Los Angeles, CA 90017

SECURED CREDITORS

Etsuko Eckman 6947 W. 85th Place Westchester, CA 90045	Francis Vinuya 1845 Starfall Dr West Covina, CA 91790
Zswift C/O Schwartz & Fenster 21700 Oxford St #1160 Woodland Hills, CA 91367	James Ratliff 6947 W. 85th Place Westchester, CA 90045
JPMorgan Chase Bank, NA 1111 Polaris Parkway Columbus, OH 43240	JPMorgan Chase Bank, NA 1111 Polaris Parkway Columbus, OH 43240
JP Morgan Chase 29995 Canyon Hills Rd. Lake Elsinore, CA 92532	Patt Kaye C/O Raymond Schreck, Esq. 417 S. Hill St #1000 Los Angeles, CA 90013
Wells Fargo Home Mortgage PO BOX 14411 Des Moines, IA 50306	Wheels Financial Group 15821 Ventura Blvd Ste 185 Encino, CA 91436
Richard Brownstein Attorney for Zswift, LLC Greenberg & Bass LLP 16000 Ventura Blvd Ste 1000 Encino, CA 91436	Attorney for James Ratliff Jeffrey A. Krieger GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP 1900 Avenue of the Stars, 21st Floor Los Angeles, California 90067-4590

1 GENERAL UNSECURED AND OTHERS (CO-OWNERS etc.)

2	James Ratliff 6947 W. 85th Place Westchester, CA 90045	Internal Revenue Service PO Box 2952 Philadelphia, PA 19101
4	Cynthia Cruz 530 East Pleasant St Unit 2 Long Beach, CA 90805	Jeremy Licop 522 E Ave 3q Los Angeles, CA 90031
6	Franchise Tax Board Bankruptcy Section MS A340 PO Box 2952 Sacramento, CA 95812	Lauren Holland 8021 Cozycroft Ave Winnetka, CA 91306
9	Cecilia Villanueva 13726 Ramona Parkway Baldwin Park, CA 91706	Credit One Bank C/O Midland Funding 8875 Aero Dr. Ste 200 San Diego, CA 92123
11	Francis Vinuya 1845 Starfall Dr West Covina, CA 91790	Capital One PO BOX 30281 Salt Lake City, UT 84130
12	First Premier Bank 601 S Minnesota Ave Sioux Falls, SD 57104	1800 Loan Mart 1801 W Olympic Blvd Pasadena, CA 91199
15	1800 Loan Mart 15821 Ventura Blvd. Ste 280 Encino, CA 91436-5218	New Haven Financial 24025 Park Sorrento #150 Calabasas, CA 91302-4004
17	American InfoSource LP as agent for Midland Fudning LLC PO Box 268941 Oklahoma City, OK 73126-8941	Noriel L. Flores, Esq. Law Offices of Noriel L. Flores 21671 Gateway Center Dr. Suite 103 Diamond Bar, CA 91765
20	CCB 5300 S 6th St Springfield, IL 62703	Pacific Bell Telephone Company % AT&T Services, Inc. James Grudus, Esq. One At&t Way, Room 3A218 Bedminster, NJ 07921-2693
23	First Source 205 Bryant Woods South Amherst, NY 14228-3609	Mcm PO BOX 603 Oaks, PA 19456-0603
25	Franchise Tax Board PO Box 2952 Sacramento, CA 95812	Patt Kaye C/O Peter F. Lindborg 550 N. Brand Blvd., Ste 1830 Glendale, CA 91203

1	George Mchoso c/o Richard Brownstein Attorney for Zswift, LLC Greenberg & Bass LLP 16000 Ventura Blvd Ste 1000 Encino, CA 91436	(p) Portfolio Recovery Associates, LLC. PO BOX 41067 Norfolk, VA 23541-1067
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5	Harold Cabalo 1423 Mendoz St. Holly Angel Village Phase 2 Pelabastagan San Fernando Pampanga Philippines	Premier Bankcard/ Charter PO BOX 2208 Vacaville, CA 95696-8208
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8	Wells Fargo Bank Overdraft Recovery Payment Pro. Dept. A0143-042 PO BOX 63491 San Francisco, CA 94163-0001	Wells Fargo Home 3476 Stateview Blvd Fort Mill, SC 29715
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11	Attorney for Marie Keating Lawrence Hummer Lawrence Hummer, A Law Corporation 12121 Wilshire Blvd., Suite 600 Los Angeles, CA 90025	Estate of Howard Keating 12508 Rosy Circle Los Angeles, CA 90066-6927
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15	John Hladek 1202 Sycamore Ave. El Segundo, CA 90245	Wayne Sult 4525 West 138 th St. Hawthorne, CA 90250-6911
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17	R&K Interests Inc. 27042 Towne Centre Dr. Suite #250 Foothill Ranch, CA 96210-0000	Patt Marion Kaye 8315 Pershing Dr. Playa Del Rey, CA 90293-7841
18	Buyers Jack and Kari Yermian 11538 San Vicente Blvd. Los Angeles, CA 90066	Patt Kaye c/o Raford 6345 Balboa Blvd., #312 Encino, CA 91316
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21	Attorney for John Hladek Jay H. Grant, Inc., APC 10517 Santa Monica Blvd Los Angeles CA 90025	Steve Terlizzi c/o Lawrence Hummer Lawrence Hummer, A Law Corporation 12121 Wilshire Blvd., Suite 600 Los Angeles, CA 90025
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24	Robert Scaccianoce 18584 Lime Circle Fountain Valley, CA 92708	Jack and Rita Scaccianoce 5434 Grover Drive, Spring Hill Florida 34607-2122
25	Dr. Steven Rubins 609 N. Palm Drive Beverly Hills, CA 90210	Mollica Group Properties, LLC c/o Keller Williams Realty 10880 Wilshire Blvd. Los Angeles CA 90024
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Helen Sult 4525 W. 138th Street Hawthorne, CA 90250	
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SPECIAL NOTICE

Wells Fargo Home Mortgage 3476 Stateview Blvd Attention: Bankruptcy Department MAC #d3347-014 Fort Mill, SC 29715	Wells Fargo Bank, NA., its assignees and/or McCarthy & Holthus, LLP 1770 Fourth Avenue San Diego, CA 92101
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1 **III. TO BE SERVED BY THE LODGING PARTY:** Within 72 hours after receipt of a copy of
2 this judgment or order which bears an Entered stamp, the party lodging the judgment or order will
3 serve a complete copy bearing an Entered stamp by U.S. Mail, overnight mail, facsimile
4 transmission or email and file a proof of service of the entered order on the following person(s)
and/or entity(ies) at the address(es), facsimile transmission number(s), and/or email address(es)
indicated below:

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

Cecilia Hung *Cecilia Hung* 10/22/2013
Printed Name *Signature* *Date*