

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>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</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> General Bankruptcy Counsel for Chapter 7 Trustee, John J. Menchaca</p>	<p>FOR COURT USE ONLY</p>
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<p><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION</b></p>	
<p>In re:</p> <p><b>CAROLYN HARRISON MUELLER,</b></p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:13-bk-16822-BR CHAPTER: 7</p> <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>

<p><b>Sale Date:</b> December 10, 2013</p>	<p><b>Time:</b> 2:00 pm</p>
<p><b>Location:</b> Courtroom 1668, U.S. Bankruptcy Court, 255 East Temple Street, Los Angeles, CA 90012</p>	

**Type of Sale:**  Public  Private      **Last date to file objections:** November 26, 2013

**Description of property to be sold:** Estate's interest in a judgment arising out of a martial dissolution proceeding in the amount of \$339,756.00 entered in the Los Angeles Superior Court in case no. BD468128 in favor of Carolyn Harrison Mueller a/k/a Carolyn Mary Gabriel and against Eric Stephen Mueller (the "Judgment").

**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 \$90,000.00 subject to overbids.

**Proposed sale price:** \$90,000.00

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): Attached hereto as Exhibit 1.

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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:

Judgment is to be sold free and clear of liens or other interests. Qualified bidders may bid at the auction sale on:

Date: December 10, 2013

Time: 2:00 p.m.

Location: Courtroom 1668, U.S. Bankruptcy Court

255 East Temple Street, Los Angeles, CA 90012

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

Andy Kong

Arent Fox LLP

555 W. Fifth St., 48<sup>th</sup> Flr.

Los Angeles, CA 90013

Telephone: (213) 629-7400 (office)

Email: andy.kong@arentfox.com

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Date: October 25, 2013

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

# **EXHIBIT 1**

### **Bidding Procedures**

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed with respect to the prospective sale, assignment, and transfer (the "Sale") by John Menchaca, the duly appointed chapter 7 trustee (the "Seller") of the Carolyn Harrison Mueller a/k/a Carolyn Mary Gabriel bankruptcy estate (the "Estate") (Bankruptcy Case No. 2:13-bk-16822-BR), of the Estate's interest in a judgment arising out of a marital dissolution proceeding in the amount of \$339,756.00 entered in the Los Angeles Superior Court in case no. BD468128 in favor of Carolyn Harrison Mueller a/k/a Carolyn Mary Gabriel and against Eric Stephen Mueller (the "Judgment").

Seller has currently entered into a purchase and settlement agreement for the purchase and sale, assignment, and transfer of the Judgment to Eric Stephen Mueller ("Buyer") (the "Sale Agreement"). Seller will seek entry of an order by the United States Bankruptcy Court (the "Bankruptcy Court"), 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 Judgment (the "Successful Over-Bidder(s)").

### **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 Judgment, (iii) receive offers from Qualified Overbidders, and (iv) negotiate any offer made to purchase the Judgment (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 Judgment 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 "Potential Bidder") must deliver to Seller the following documents (the "Required Bid Documents") 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 Judgment, 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 Judgment has been transferred and assigned pursuant to these Bidding Procedures, or (y) thirty (30) days after the Sale Hearing (defined below);

(c) An executed copy of a Purchase Agreement: (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 \$95,000.00;

(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 \$90,000.00; 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 "Qualified Bid" herein.

### **Due Diligence**

Neither Seller nor any of his representatives are obligated to furnish any information relating to the Judgment to any person except to a Qualified Overbidder who provides the Required Bid Documents. Seller shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined herein). Potential Bidders are advised to exercise their own discretion before relying on any information regarding the Judgment 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: [andy.kong@arentfox.com](mailto:andy.kong@arentfox.com)) **on or before December 5, 2013 at 3:00 p.m. PST**. 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 Judgment 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 Judgment

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 Judgment.

Each Potential Bidder shall be deemed to acknowledge and represent he/she/it has had an opportunity to conduct any and all due diligence regarding the Judgment 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 Judgment, 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 Judgment. Such Auction shall take place at the United States Bankruptcy Court, 255 East Temple Street, Courtroom 1668, Los Angeles, CA 90012 on **December 10, 2013 at 2:00 p.m. PST**. 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 Judgment 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 Judgment 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 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 at the Bankruptcy Court following the Auction on **December 10, 2013 at 2:00 p.m. PST**. 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 Twenty Five Thousand Dollars (\$25,000.00) of 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 Judgment.

### **Acceptance of Qualified Bids**

Seller presently intends to sell the Judgment 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 Judgment 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 Judgment, and except with respect to any bidder that forfeits Twenty Five Thousand Dollars (\$25,000.00) of 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.

## 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: **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)* **October 25, 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)* **October 25, 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.

October 25, 2013  
*Date*

MANDI SANDSTROM  
*Printed Name*

*/s/ Mandi Sandstrom*  
*Signature*

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

Andy Kong on behalf of Trustee John J Menchaca (TR)  
Kong.Andy@ArentFox.com

Dennis E McGoldrick on behalf of Debtor Carolyn Mary Gabriel Harrison Mueller  
dmcgoldricklaw@yahoo.com

John J Menchaca (TR)  
jmenchaca@menchacacpa.com, ca87@ecfcbis.com;igaeta@menchacacpa.com

John J Menchaca (TR) on behalf of Trustee John J Menchaca (TR)  
jmenchaca@menchacacpa.com, ca87@ecfcbis.com;igaeta@menchacacpa.com

Aram Ordubegian on behalf of Interested Party Courtesy NEF  
ordubegian.aram@arentfox.com

Dace Pavlovskis on behalf of Creditor Attn:Dace Pavlovskis U.S. Small Business Administration  
Dace.Pavlovskis@sba.gov

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

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

**Judge**

Honorable Barry Russell  
United States Bankruptcy Court  
255 E. Temple Street, Suite 1660 / Courtroom 1668  
Los Angeles, CA 90012

**United States Trustee**

United States Trustee (LA)  
725 S Figueroa St., 26th Floor  
Los Angeles, CA 90017-5413

**Debtor's Attorney**

Dennis E McGoldrick  
350 S Crenshaw Blvd, Suite A207B  
Torrance, CA 90503-1740

**Request for Special Notice**

Menchaca & Company LLP  
Accountant for Alfred H. Siegel  
835 Wilshire Boulevard, Suite 300  
Los Angeles, CA 90017

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**Creditor Matrix**

John J Menchaca (TR)  
835 Wilshire Blvd., Suite 300  
Los Angeles, CA 90017-2655

Carolyn Mary Gabriel Harrison Mueller  
P.O. Box 291850  
Hollywood, CA 90027

Bill Avant  
MBFH Commercial  
19 Sandy Avenue  
Cabot, AR 72023-3643

Bank Of America  
P.O. Box 301200  
Los Angeles, CA 90030-1200

Bank Of America  
P.O. Box 982238  
El Paso, TX 79998-2238

Bank Of America  
P.O. Box 982235  
El Paso, TX 79998-2235

Brown Berarnini & Dunning PC  
2000 S. Colorado Bl., Tower 2, Suite 70  
Denver, CO 80222-7900

Central Credit Svcs Inc  
P.O. Box 15118  
Jacksonville, FL 32239-5118

ChexSystems  
Attn Customer Relations  
7805 Hudson Road, Suite 100  
St. Paul, MN 55125-1703

Chase  
300 S. Grand Avenue -4th Floor  
Los Angeles, CA 90071-3109

Citibank Master Card  
P.O. Box 6235  
Sioux Falls, SD 57117-6235

Citi Mortgage  
P.O. Box 689196  
Des Moines, IA 50368-9196

County Of San Bernardino Economic D  
290 N. D Street, 6th Floor, Suite 600  
San Bernardino, CA 92415-0040

Steven Cooper  
21515 Hawthorne Boulevard, Suite 11  
Torrance, CA 90503-6516

Employment Development Dept.  
Bankruptcy Group MIC 92E  
P.O. Box 826880  
Sacramento, CA 94280-0001

Debra Cummins  
55710 Golden Bee Drive  
Yucca Valley, CA 92284-3585

Frontier Bank dba El Paseo Bank  
Palm Desert Branch  
74175 El Paseo Dr.  
Palm Desert, CA 92260-4103

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

Hahn And Hahn  
301 East Colorado Boulevard  
Pasadena, CA 91101-1977

Gordon & Wong Law Group  
Attn: Andrew Ford  
1485 Treat Bl., Suite 102  
Walnut Creek, CA 94597-2187

IndyMac Mortgage Services  
P.O. Box 78826  
Phoenix, AZ 85062-8826

Hinds & Shankman, LLP  
21515 Hawthorne Bl., Suite 1150  
Torrance, CA 90503-6516

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Kornblatt & Co., CPA's  
Les Kornblatt  
78814 Palm Tree Ave.  
Palm Desert, CA 92211-1846

JP Morgan Chase Legal Department  
300 S. Grand Avenue, 4th Floor  
Los Angeles, CA 90071-3109

Los Angeles City Clerk  
P.O. Box 53200  
Los Angeles, CA 90053-0200

Lifptiz, Norman And Nancy  
36032 Donny Cir.  
Palm Desert, CA 92211-2636

Reggie McAtee  
Windermere Real Estate  
850 N. Palm Canyon Dr.  
Palm Springs, CA 92262-4424

Los Angeles Division  
255 East Temple Street  
Los Angeles, CA 90012-3332

Mueller Revocable Trust  
2293 Bronson Hill Dr.  
Los Angeles, CA 90068-2407

Margaret Garmes Parkinson Phinney  
40 Capitol Mall, Suite 2560  
Sacramento, CA 95814

Robert Hopp & Assoc.  
P.O. Box 8689  
Denver, CO 80201-8689

Robert J. Hopp & Assoc.  
P.O. Box 8669  
333 W. Colfax Ave., #200  
Bennett, CO 80102

San Miguel Co. Treasurer  
P.O. Box 488  
305 W. Colorado Ave  
Telluride, CO 81435-0488

Southland EDC  
400 N. Tustin Avenue, Suite 125  
Santa Ana, CA 92705-3836

Town Of Yucca Valley  
Redevelopment Agency  
57090 Twentynine Palms Hwy  
Yucca Valley, CA 92284

Washington Mutual  
PO Box 3139  
Milwaukee, WI 53201-3139

Wells Fargo  
Box 54780  
Los Angeles, CA 90054-0780

Wells Fargo Bank, NA  
CSC-Lawyers Inc Services  
2370 Gateway TO  
Sacramento, CA 95833

Wells Fargo  
P.O. Box 4116  
Portland, OR 97084-1160

Wells Fargo  
c/o Gordon & Wong  
510 Myrtle Ave, Suite 102  
South San Francisco, CA 94080-4562

Zion First National  
P.O. Box 26304  
Salt Lake City, UT 84126-0304

Shiela Williams  
2122 E. Baristo Rd.  
Palm Springs, CA 92262-7109

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

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

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