

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Peter J. Mastan, Trustee 550 S. Hope St., Suite 825 Los Angeles, CA 90071 (213) 452-4928 travis@gumportlaw.com	FOR COURT USE ONLY
<input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: KAREN GARY AKOPYAN Debtor(s).	CASE NO.: 2:13-bk-20114-RN CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 08/31/2013	Time:
Location:	

Type of Sale: Public Private **Last date to file objections:** 08/31/2013

Description of property to be sold: _____

Estate's interest in 2010 Land Rover Range Rover Sport HSE

Terms and conditions of sale: "AS IS" and "WHERE IS" basis, subject to all existing encumbrances, liens, claims and restrictions thereon, if any. See attached motion for details.

Proposed sale price: \$ 7,000.00

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): Initial overbid of \$22,022. Subsequent bids may be made in \$500 increments. Payment in full by cashier's check must be tendered at the hearing, which will be set upon receipt of initial bid by Trustee.

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

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

Peter J. Mastan
550 S. Hope St., Suite 825
Los Angeles, CA 90071
(213) 452-4928
travis@gumportlaw.com

Date: 08/14/2013

E-FILED
DATE: 8/14/13

1 PETER J. MASTAN, Trustee
travis@gumportlaw.com
2 550 South Hope Street, Suite 825
Los Angeles, California 90071-2627
3 Telephone: (213) 452-4928

4 Peter J. Mastan, Chapter 7 Trustee of the
Bankruptcy Estate of Karen Gary Akopyan
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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **LOS ANGELES DIVISION**

11 In re

12 KAREN GARY AKOPYAN
13

14 Debtor(s)
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19

Bk. No.: 2:13-bk-20114-RN

CHAPTER 7

NOTICE OF MOTION AND MOTION
TO APPROVE ASSIGNMENT
AGREEMENT BETWEEN THE
TRUSTEE AND DEBTOR FOR THE
TRUSTEE'S CONVEYANCE OF THE
ESTATE'S INTEREST IN A 2010 LAND
ROVER RANGE ROVER SPORT HSE;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
PETER J. MASTAN; AND EXHIBITS

[No hearing is Requested or Required]

DATE:

TIME:

PLACE:

Courtroom 1645

255 E. Temple Street

Los Angeles, CA 90012

[Judge Richard M. Neiter]

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1 **TO THE DEBTOR, THE OFFICE OF THE UNITED STATES TRUSTEE, ALL**
2 **POTENTIAL CREDITORS OF THE ESTATE, ALL OTHER INTERESTED**
3 **PARTIES; AND COUNSEL OF RECORD:**

4 **NOTICE IS HEREBY GIVEN** that, on August 14, 2013, Peter J. Mastan,
5 Chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Karen Gary
6 Akopyan (the "Debtor"), filed a motion (the "Motion") for an order that does each of the
7 following:

8 (1) Approves the Assignment Agreement (the "Agreement") attached as
9 **Exhibit 1.**

10 (2) Authorizes the Trustee to make the assignment of the Estate's interest in the
11 vehicle described as a 2010 Land Rover Range Rover Sport HSE, VIN#
12 SALSF2D4XAA2350422006 (the "Vehicle") on an "AS IS" and "WHERE IS" basis,
13 subject to all existing encumbrances, liens, claims and restrictions thereon, if any.

14 (3) Determines that the Agreement was made in good faith in an arm's-length
15 transaction and that the assignee of the Estate's interest in the Vehicle (whether the
16 Debtor, or a successful overbidder) is acting in good faith within the meaning of
17 11 U.S.C. § 363(m).

18 (4) Determines that adequate notice of the hearing, if any, on the Motion for
19 approval of the Agreement was given.

20 (5) Authorizes the Trustee to perform the terms of the Agreement and to sign
21 all such documents that are reasonably necessary to perform the Trustee's obligations
22 under the Agreement.

23 (6) Reserves Bankruptcy Court jurisdiction to enforce the Agreement.

24 (7) Approves the following overbid procedure:

25 (a) any initial overbid for an assignment of the Estate's interest in the
26 Vehicle must be in an amount at least \$1,000 greater than the amount to be paid by
27 Debtor under this Agreement plus Debtor's claimed exemptions (i.e., in an amount not
28 less than \$22,022);

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1 (b) any overbid must be received by the Trustee within 17 days after
2 service of this notice;

3 (c) in the event that the Trustee receives an overbid, the Trustee will
4 request a hearing from the Court.

5 (d) in the event that the Trustee receives multiple overbids, any
6 subsequent overbids must be made in Court at the time of the hearing on the Motion and
7 must be made in minimum increments of \$500;

8 (e) any overbid must be accompanied by a certified or cashier's check in
9 the full amount of that bid and the successful overbidder must pay to the Trustee by
10 certified or cashier's check the full purchase price at the time of the hearing on the
11 Motion;

12 (f) any assignment from overbid will be "AS IS", "WHERE IS", and
13 with no contingencies or warranties whatsoever, whether express or implied, including as
14 to merchantability or fitness for a particular purpose and will be subject to all existing
15 encumbrances, liens, claims and restrictions thereon, if any; and

16 (g) the Trustee may exercise his discretion to reject a particular overbid
17 that is not both higher and better (based upon all of the circumstances) than the Debtor's
18 offer or the offer of other overbidders.

19 (8) Authorizes the Trustee to close the proposed assignment of the Estate's
20 interest in the Vehicle to the Debtor (or the successful overbidder) unless an appeal of the
21 order authorizing that sale is timely filed and a stay pending appeal is entered.

22 (9) Waives the 14-day stay of orders for the disposition of Estate property set
23 forth in Fed.R.Bankr.P. 6004(h).

24 **NOTICE IS FURTHER GIVEN** that in the event that no overbid or objection is
25 received by the Trustee within 17 days after service of the Notice of Motion, the Trustee
26 will submit a declaration of non-opposition to the Court, and lodge an order which seeks
27 the relief set forth above.

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1 **NOTICE IS FURTHER GIVEN** that the Motion is made pursuant to 11 U.S.C.
2 §§ 363(b) and 363(m), Federal Rules of Bankruptcy Procedure 2002 and 6004, and Local
3 Bankruptcy Rules 6004-1 and 9013-1 on the grounds that the proposed assignment is in
4 the best interests of the Estate in that it will maximize the value to unsecured creditors of
5 the Estate's interests in the Vehicle.

6 **NOTICE IS FURTHER GIVEN** that the Motion is based on (a) this Notice of
7 Motion; (b) the attached Memorandum of Points and Authorities, Declaration of Peter J.
8 Mastan, and Exhibits; (c) the concurrently filed Notice of Filing of the Motion; (d) the
9 pleadings on file with the Court of which the Court is requested to take judicial notice;
10 and (e) such further evidence that may be properly submitted prior to or at any hearing on
11 the Motion.

12 **NOTICE IS FURTHER GIVEN that, pursuant to Local Bankruptcy Rule**
13 **9013-1(f), any opposition to the Motion must be in writing; must be filed with the**
14 **Court and served upon the Trustee, the Office of the United States Trustee, and the**
15 **Debtor at the addresses set forth below not later than 17 days after service of the**
16 **Notice; and must include a complete written statement of all reasons in opposition**
17 **thereto or in support or joinder thereof, declarations and copies of all photographs**
18 **and documentary evidence on which the responding party intends to rely, and any**
19 **responding memorandum of points and authorities:**

20 **For Filing With the Court**

21 Clerk's Office
22 United States Bankruptcy Court
23 255 E. Temple Street
24 Los Angeles, California 90012

For Service on Richard M. Neiter,
Bankruptcy Judge

Hon. Richard M. Neiter
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal
Building and Courthouse
255 E. Temple Street, Suite 1652
Los Angeles, CA 90012

25 **For Service on the Trustee**

26 Peter J. Mastan, Trustee
27 550 South Hope Street, Suite 825
28 Los Angeles, California 90071-2627

For Service on Office of U.S. Trustee

Office of the U.S. Trustee
Ernst & Young Plaza
725 South Figueroa Street, 26th Floor
Los Angeles, California 90017

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1 **For Service on the Debtor**

2 Asbet A. Issakhanian, Esq.
3 Law Offices of Asbet A. Issakhanian
4 440 Western Ave, Ste 205
5 Glendale, CA 91201

6 and

7
8 Karen Gary Akopian
9 519 Clement Dr.
10 Glendale, CA 91202

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12 **NOTICE IS FURTHER GIVEN that, pursuant to Local Bankruptcy Rule**
13 **9013-1(h), failure to timely file and serve an objection may be deemed by the Court**
14 **to be consent to granting the Motion.**

15 DATED: August 14, 2013

16 Respectfully submitted,

17 CHAPTER 7 TRUSTEE

18 By: _____

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20 Peter J. Mastan
21 Chapter 7 Trustee of the Bankruptcy
22 Estate of Karen Gary Akopyan
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Peter J. Mastan, Chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Karen Gary Akopyan (the "Debtor"), submits this Memorandum of Points and Authorities in support of his motion (the "Motion") for an order that:

(1) Approves the Assignment Agreement (the "Agreement") attached as **Exhibit 1.**

(2) Authorizes the Trustee to make the assignment of the Estate's interest in the vehicle described as a 2010 Land Rover Range Rover Sport HSE, VIN# SALSF2D4XAA2350422006 (the "Vehicle") on an "AS IS" and "WHERE IS" basis, subject to all existing encumbrances, liens, claims and restrictions thereon, if any.

(3) Determines that the Agreement was made in good faith in an arm's-length transaction and that the assignee of the Estate's interest in the Vehicle (whether the Debtor, or a successful overbidder) is acting in good faith within the meaning of 11 U.S.C. § 363(m).

(4) Determines that adequate notice of the hearing, if any, on the Motion for approval of the Agreement was given.

(5) Authorizes the Trustee to perform the terms of the Agreement and to sign all such documents that are reasonably necessary to perform the Trustee's obligations under the Agreement.

(6) Reserves Bankruptcy Court jurisdiction to enforce the Agreement.

(7) Approves the following overbid procedure:

(a) any initial overbid for an assignment of the Estate's interest in the Vehicle must be in an amount at least \$1,000 greater than the amount to be paid by Debtor under this Agreement plus Debtor's claimed exemptions (i.e., in an amount not less than \$22,022);

(b) any overbid must be received by the Trustee within 17 days after service of this notice;

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1 (c) in the event that the Trustee receives an overbid, the Trustee will
2 request a hearing from the Court.

3 (d) in the event that the Trustee receives multiple overbids, any
4 subsequent overbids must be made in Court at the time of the hearing on the Motion and
5 must be made in minimum increments of \$500;

6 (e) any overbid must be accompanied by a certified or cashier's check in
7 the full amount of that bid and the successful overbidder must pay to the Trustee by
8 certified or cashier's check the full purchase price at the time of the hearing on the
9 Motion;

10 (f) any assignment from overbid will be "AS IS", "WHERE IS", and
11 with no contingencies or warranties whatsoever, whether express or implied, including as
12 to merchantability or fitness for a particular purpose and will be subject to all existing
13 encumbrances, liens, claims and restrictions thereon, if any; and

14 (g) the Trustee may exercise his discretion to reject a particular overbid
15 that is not both higher and better (based upon all of the circumstances) than the Debtor's
16 offer or the offer of other overbidders.

17 (8) Authorizes the Trustee to close the proposed assignment of the Estate's
18 interest in the Vehicle to the Debtor (or the successful overbidder) unless an appeal of the
19 order authorizing that sale is timely filed and a stay pending appeal is entered.

20 (9) Waives the 14-day stay of orders for the disposition of Estate property set
21 forth in Fed.R.Bankr.P. 6004(h).

22 The Trustee received an offer from the Debtor to acquire the Estate's interest in
23 the Vehicle for a total amount of \$7,000. The Trustee has not received any other offers
24 for the Vehicle. The Trustee has considered the potential fair market value of the
25 Vehicle, the costs of selling the Vehicle on the open market, and outstanding liens against
26 the Vehicle. Based thereon, the Trustee believes that the proposed assignment of the
27 Estate's right, title, and interest in and to the Vehicle to the Debtor for \$7,000 will
28 maximize the value of the Estate's interest in the Vehicle.

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1 **II. STATEMENT OF FACTS**

2 **A. Procedural History**

3 On April 18, 2013, the Debtor filed a voluntary petition for relief under Chapter 7
4 of the Bankruptcy Code and related schedules in the United States Bankruptcy Court for
5 the Central District of California. Mastan Decl., ¶ 3. The Trustee was appointed to
6 administer the Estate. *Id.*

7 On May 23, 2013, the Debtor amended his Schedules B and C. Mastan Decl., ¶ 4.

8 **B. The Vehicle**

9 Debtor's amended Schedule B identifies the Vehicle with a stated value of
10 \$35,000. Ex. 2. The amended Schedule C claims \$14,022 exemption in the Vehicle. *Id.*

11 Debtor's Schedule D lists liens against the Vehicle of \$15,814. *Id.*

12 The Trustee received a valuation on the Vehicle from an experienced auto broker
13 of approximately \$42,000. Mastan Decl., ¶ 6.

14 The Trustee negotiated with the Debtor, through his counsel, for his acquisition of
15 the Estate's right, title, and interest in the Vehicle for \$7,000, subject to Bankruptcy Court
16 approval and overbid. Mastan Decl., ¶¶ 2, 7.

17 **III. SUMMARY OF ASSIGNMENT AGREEMENT**

18 Subject to Bankruptcy Court approval and overbid, and on the terms set forth in
19 Exhibit 1, the Trustee intends to assign to the Debtor the Estate's right, title, and interest
20 in and to the Vehicle. The proposed assignment will be on an "AS IS" and "WHERE IS"
21 basis, and subject to all existing liens, if any. In return for the assignment, the Debtor will
22 pay to the Estate \$7,000 (in excess of his claimed exemptions). The Debtor paid \$7,000
23 when the Agreement was signed

24 *The foregoing is a summary of the proposed assignment. All interested persons*
25 *are encouraged to read the assignment agreement attached hereto as Exhibit 1.*

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1 **IV. THE COURT SHOULD AUTHORIZE THE TRUSTEE TO SELL THE**
2 **ESTATE'S INTEREST IN THE VEHICLE TO THE DEBTOR OR A**
3 **SUCCESSFUL OVERBIDDER**

4 **A. Standards For Approval of Sale Outside the Ordinary Course of**
5 **Business**

6 Bankruptcy code § 704 requires a Chapter 7 Trustee to, among other things,
7 “collect and reduce to money the property of the estate.” See 11 U.S.C. § 704(a)(1).

8 A trustee is empowered to sell the estate's assets out of the ordinary course of
9 business. 11 U.S.C. § 363(b). *In re Ionosphere Clubs, Inc.*, 184 B.R. 648, 653 (S.D.N.Y.
10 1995). Approval of such a sale is within the sound discretion of the Court. *Committee of*
11 *Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1069 (2nd
12 Cir. 1983); *In re Baldwin United Corp.*, 43 B.R. 905 (Bankr. S.D. Ohio 1984). The
13 touchstone for granting permission to sell assets outside of the ordinary course of
14 business is the existence of a good business reason. *Stephens Ind., Inc. v. McClung*, 789
15 F.2d 836 (6th Cir. 1986); *Lionel*, 722 F.2d at 1070. *Accord In re Walter*, 83 B.R. 14,
16 19-20, (9th Cir. BAP 1988).

17 In addition to the existence of a sound business reason, other requirements for
18 approval of a sale of assets pursuant to § 363(b) include (1) accurate and reasonable
19 notice of the sale, (2) a fair and reasonable price of the assets sold, and (3) “good faith,”
20 i.e., the absence of any lucrative or undisclosed deals for insiders. *In re Industrial Valley*
21 *Refrigerator and Air Conditioning Supplies, Inc.*, 77 B.R. 15, 21 (Bankr. E.D. Pa. 1987).

22 **B. The Proposed Sale of the Vehicle is Reasonable Under the**
23 **Circumstances**

24 Under the totality of the circumstances, the Trustee's sale of the Estate's right,
25 title, and interest in and to the Vehicle to Debtor for \$7,000 above Debtor's claimed
26 exemptions is reasonable and in the best interests of the Estate.

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1 **1. The Sale is Supported by Sound Business Judgment**

2 Bankruptcy courts will often defer to a trustee's business judgment regarding the
3 sale of estate assets, unless such decision is arbitrary and capricious. See *In re Curlew*
4 *Valley Assocs.*, 14 B.R. 506, 511-513 (Bankr. D. Utah 1991) (detailing the historical basis
5 behind the presumption of deference to a trustee's business judgment). Courts generally
6 will not second guess a trustee's business decision where "that conduct involves a
7 business judgment made in good faith, upon a reasonable basis, and within the scope of
8 his authority under the Code." *Id.* at 513-14.

9 The Trustee has sound business reasons for the proposed assignment of the
10 Estate's interest in the Vehicle. The Estate has an approximate \$12,164 interest in the
11 Vehicle (i.e., the value placed on the Vehicle by the Trustee's independent third party of
12 \$42,000 less Debtor's claimed exemptions of \$14,022, less liens of approximately
13 \$15,814). Mastan Decl. ¶ 6, Ex. 2. Taking into account costs of sale (approximately
14 \$4,200) and other expenses to administer the Vehicle such as storage and towing, the
15 Trustee believes that assigning the Estate's interest in the Vehicle to the Debtor for
16 \$7,000 above Debtor's claimed exemptions would minimize his administrative costs and
17 maximize the Estate's interest for the benefit of the creditors to the Estate. Mastan Decl.,
18 ¶ 7.

19 **2. There is Adequate Notice of the Proposed Assignment**

20 The Trustee has given notice of the proposed assignment to all scheduled creditors,
21 the Debtor, persons requesting special notice, and other parties in interest. Moreover, the
22 Trustee has concurrently filed with the Court a "Notice of Sale of Estate Property" so that
23 the assignment, and the right to overbid on that assignment, is included on the Bankruptcy
24 Court's website.

25 **3. The Sale Price is Fair and Reasonable**

26 The Trustee negotiated the terms of the Assignment Agreement with the Debtor in
27 order to obtain a reasonable value for the Estate's interest in the Vehicle. Given the
28 information provided by the independent auto broker, Debtor's claimed exemption in the

1 Vehicle, and taking into account costs of sale and administration of the Vehicle, the sale
2 price is fair and reasonable. Mastan Decl. ¶ 7.

3 Additionally, the Trustee's assignment of the Vehicle is subject to overbid and
4 notice of the assignment is being included in the Bankruptcy Court's website advertising
5 bankruptcy court sales. Accordingly, the proposed assignment will be subjected to the
6 market.

7 **4. The Sale was Negotiated in Good Faith**

8 The Trustee wishes to ensure the finality and reliability of the assignment of the
9 Estate's interest in the Vehicle, by facilitating the consummation of the transaction even
10 in the event of an appeal. For this reason, the Trustee seeks a finding of good faith under
11 the provisions of Section 363(m) of the Bankruptcy Code.

12 Although the Bankruptcy Code does not define "good faith," the Court of Appeals
13 for the Ninth Circuit has held that for purposes of § 363(m), "a 'good faith purchaser' is
14 one who buys 'in good faith' and 'for value.'" *Ewell v. Diebert (In re Ewell)*, 958 F.2d
15 276, 281 (9th Cir. 1992) (citations omitted). Conversely, a 'lack of good faith' is shown
16 by 'fraud, collusion between the purchaser and the trustee, or an attempt to take grossly
17 unfair advantage of other bidders." *Id.*

18 As set forth above and in the Mastan Declaration, the Agreement was negotiated at
19 arms' length with all parties involved acting in good faith. There are no undisclosed side
20 deals or terms, and the Debtor is not related to the Trustee. Mastan Decl. ¶ 2.

21 **5. The Court Should Impose an Overbid Procedure on the Sale**

22 As set forth in the Agreement, the proposed assignment of the Estate's interest in
23 the Vehicle to the Debtor is subject to overbid. The Trustee is prepared to sell the
24 Estate's interest in the Vehicle to the qualified bidder making the best all cash bid. The
25 Trustee requests that the Court impose the overbid procedure set forth in the Notice of
26 this Motion in order to ensure that the Estate's interest in the Vehicle is sold for the best
27 possible price under the circumstances.

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1 **V. THE COURT SHOULD WAIVE THE 14-DAY STAY**

2 Fed.R.Bankr.P. 6004(h) provides as follows:

3 An order authorizing the use, sale or lease of property other
4 than cash collateral is stayed until the expiration of 14 days
5 after entry of the order unless the court orders otherwise.

6 The Trustee requests that the Court "order otherwise" here and waive that stay.

7 **VI. CONCLUSION**

8 For the reasons set forth above, the Court should grant the relief requested in the
9 Notice of this Motion.

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11 DATED: August 14, 2013

Respectfully submitted,
CHAPTER 7 TRUSTEE

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13
14 By: 

15 Peter J. Mastan
16 Chapter 7 Trustee of the Bankruptcy
17 Estate of Karen Gary Akopyan
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DECLARATION OF PETER J. MASTAN

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3 **I, PETER J. MASTAN, declare:**

4 **1.** I am the Chapter 7 trustee of the bankruptcy estate (the "Estate") of Karen
5 Gary Akopyan (the "Debtor"). As a result, except as expressly stated as matters of
6 judicial notice, I have personal knowledge of the facts set forth below and could and
7 would competently testify under oath thereto if requested to do so.

8 **2.** **Exhibit 1** is an Assignment Agreement (the "Agreement") between the
9 Estate, on the one hand, and the Debtor on the other hand. I negotiated the Agreement as
10 the trustee of the Estate. I have not made, and to the best of my knowledge, nobody else
11 has made, any side deals with the Debtor. To the best of my knowledge, there are no
12 terms to the Agreement except as set forth therein.

13 **3.** The Court may take judicial notice that on April 18, 2013, the Debtor filed a
14 voluntary petition for relief under Chapter 7 of the Bankruptcy Code and all related
15 schedules.

16 **4.** The Court may also take judicial notice that on May 23, 2013, the Debtor
17 amended Schedules B and C.

18 **5.** **Exhibit 2** is a copy of Schedules B, C, as amended by the Debtor, and
19 Schedule D, as filed by the Debtor.

20 **6.** My office received a valuation of the Vehicle from an independent third
21 party in the amount of \$42,000.

22 **7.** After considering (1) the approximate value and costs of retrieval,
23 (2) storage and sale of the Vehicle, which I estimate to be at least \$4,200, and
24 (3) scheduled liens of \$15,814, I believe that it is in the best interests of the Estate to sell

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1 the Estate's interest in the Vehicle to the Debtor for a total of \$7,000 above Debtor's
2 claimed exemptions, subject to overbid.

3 I declare under penalty of perjury that the foregoing is true and correct and that this
4 declaration was executed this 14th day of August 2013 at Los Angeles, California.

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PETER J. MASTAN

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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: 550 S. Hope Street, Suite 825, Los Angeles, CA 90071

A true and correct copy of the foregoing document described as: **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 indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(S) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On **August 14, 2013**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email addresses indicated below:

- **Asbet A Issakhanian** aailaw@gmail.com
- **Peter J Mastan (TR)** pmastan@gumportlaw.com, pmastan@ecf.epiqsystems.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov
- **Kristin S Webb** bknotice@rcolegal.com.

___ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served): On **August 14, 2013** I served the following person(s) and/or entity(ies) at the last known address(es) 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/or with an overnight mail service 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.

UNITED STATES BANKRUPTCY COURT

Hon. Richard M. Neiter
United States Bankruptcy Court
Edward R. Roybal Federal
Building and Courthouse
255 E. Temple Street, Suite 1645
Los Angeles, CA 90012

DEBTOR

Karen Gary Akopyan
519 Clement Dr.
Glendale, CA 91202

___ Service information continued on attached page

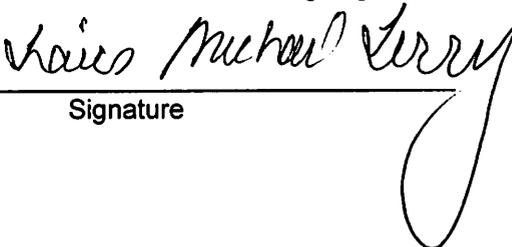
III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **August 14, 2013** I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method) by facsimile transmission and/or email as follows:. Listing the judge here constitutes a declaration that mailing 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 of America that the foregoing is true and correct.

August 14, 2013
Date

TRAVIS MICHAEL TERRY
Type name


Signature