

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Peter J. Mastan, Trustee 550 S. Hope St., Suite 1765 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:  LORETTA IVALINE CARLYLE   Debtor(s).	CASE NO.: 2:13-bk-35612-WB CHAPTER: 7  <p style="text-align: center; font-weight: bold; font-size: 1.2em;">NOTICE OF SALE OF ESTATE PROPERTY</p>
-------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Sale Date:</b> 07/31/2014	<b>Time:</b>
<b>Location:</b>	

**Type of Sale:**  Public  Private      **Last date to file objections:** 07/31/2014

**Description of property to be sold:** \_\_\_\_\_  
 \_\_\_\_\_  
Estate's interest in 2003 Toyota Camry

**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.

**Proposed sale price:** \$ 3,000.00

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 \$4,000. 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:**

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

Peter J. Mastan  
550 S. Hope St., Suite 1765  
Los Angeles, CA 90071  
(213) 452-4928  
travis@gumportlaw.com  

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Date: 07/14/2014

1 PETER J. MASTAN, Trustee  
travis@gumportlaw.com  
2 550 South Hope Street, Suite 1765  
Los Angeles, California 90071-2627  
3 Telephone: (213) 452-4900

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

11 In re

12 LORETTA IVALINE CARLYLE,  
13

14 Debtor.  
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Bk. No.: 2:13-bk-35612-WB

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 2003  
TOYOTA CAMRY; MEMORANDUM  
OF POINTS AND AUTHORITIES;  
DECLARATION OF PETER J.  
MASTAN; AND EXHIBITS

[No hearing is Requested or Required]

DATE:

TIME:

PLACE:

Courtroom 1375  
255 E. Temple Street  
Los Angeles, CA 90012  
[Judge Julia W. Brand]

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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 July 14, 2014, Peter J. Mastan, Chapter 7  
5 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Loretta Ivaline Carlyle  
6 (the "Debtor"), filed a motion (the "Motion") for an order that does each of the following:

7 (1) Approves the Assignment Agreement (the "Agreement") attached as

8 **Exhibit 1.**

9 (2) Authorizes the Trustee to make the assignment of the Estate's interest in the  
10 vehicle described as a 2003 Toyota Camry, VIN# 4T1BE32K83U712095, (the "Vehicle")  
11 on an "AS IS" and "WHERE IS" basis, subject to all existing encumbrances, liens, claims  
12 and restrictions thereon, if any.

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

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

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

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

23 (7) Approves the following overbid procedure:

24 (a) any initial overbid for an assignment of the Estate's interest in the  
25 Vehicle must be in an amount at least \$1,000 greater than the amount to be paid by  
26 Debtor under this Agreement (i.e., in an amount not less than \$4,000, plus Debtor's  
27 claimed exemptions, if any);

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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 sale at overbid will be all cash "AS IS", "WHERE IS", subject to  
13 all claims, liens, encumbrances, and other interests, with all faults and without any  
14 representation or warranty whatsoever, whether express or implied, including without  
15 limitation, without warranty as to functionality, merchantability, or fitness for a particular  
16 purpose and;

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

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

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

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

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 of Filing; and must include a complete written statement of all reasons in**  
17 **opposition thereto or in support or joinder thereof, declarations and copies of all**  
18 **photographs and documentary evidence on which the responding party intends to**  
19 **rely, and any 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 Julia W. Brand,**  
**Bankruptcy Judge**

Hon. Julia W. Brand  
United States Bankruptcy Court  
Central District of California  
Edward R. Roybal Federal  
Building and Courthouse  
255 E. Temple Street, Suite 1382  
Los Angeles, CA 90012

25 **For Service on the Trustee**

26 Peter J. Mastan, Trustee  
27 550 South Hope Street, Suite 1765  
28 Los Angeles, California 90071-2627

**For Service on Office of U.S. Trustee**

Office of the U.S. Trustee  
915 Wilshire Blvd., Suite 1850  
Los Angeles, CA 90017

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1 **For Service on the Debtor**  
Chelsea A. Ryan, Esq.  
2 Price Law Group  
15760 Ventura Blvd., Suite 1100  
3 Encino, CA 91436

4 and

5 Loretta Ivaline Carlyle  
17811 Tamcliff Avenue  
6 Carson, CA 90746

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

DATED: July 14, 2014

Respectfully submitted,  
CHAPTER 7 TRUSTEE

By:   
Peter J. Mastan  
Chapter 7 Trustee of the Bankruptcy  
Estate of Loretta Ivaline Carlyle

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Peter J. Mastan, Chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Loretta Ivaline Carlyle (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 2003 Toyota Camry, VIN# 4T1BE32K83U712095 , (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 (i.e., in an amount not less than \$4,000, plus Debtor's claimed exemptions, if any);

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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 sale from overbid will be all cash, "AS IS", "WHERE IS",  
13 subject to all claims, liens, encumbrances, and other interests, with all fault and without  
14 any representation or warranty whatsoever, whether express or implied, including without  
15 limitation, without warranty as to functionality, merchantability, or fitness for a particular  
16 purpose and;

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

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

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

25 The Trustee received an offer from the Debtor to acquire the Estate's interest in  
26 the Vehicle for a total amount of \$3,000. The Trustee has not received any other offers  
27 for the Vehicle. The Trustee has considered (1) the potential fair market value of the  
28 Vehicle, and (2) costs of selling the Vehicle on the open market. Based thereon, the

1 Trustee believes that the proposed assignment of the Estate's right, title, and interest in  
2 and to the Vehicle to the Debtor for \$3,000 will maximize the value of the Estate's  
3 interest in the Vehicle.

4 **II. STATEMENT OF FACTS**

5 **A. Procedural History**

6 On October 21, 2013, the Debtor filed a voluntary petition for relief under  
7 Chapter 7 of the Bankruptcy Code and related schedules in the United States Bankruptcy  
8 Court for the Central District of California. Mastan Decl., ¶ 3. Shortly thereafter, the  
9 Trustee was appointed to administer the Estate. Mastan Decl., ¶ 1. On December 23,  
10 2013, the Debtor amended Schedule C. Mastan Decl. ¶ 5, Ex. 3.

11 **B. The Vehicle**

12 Schedule B identifies the Vehicle with a stated value of \$3,361. Ex. 2.  
13 Schedule C, as amended, reflects no claimed exemption on the Vehicle. Ex 3.  
14 Schedule D lists no liens against the Vehicle. Ex. 2

15 Edmunds.com listed a 2003 Toyota Camry at approximately \$3,613. Mastan  
16 Decl., ¶ 7.

17 The Trustee negotiated with the Debtor, through her counsel, for her acquisition of  
18 the Estate's right, title, and interest in the Vehicle for \$3,000, subject to Bankruptcy Court  
19 approval and overbid. Mastan Decl., ¶ 2.

20 **III. SUMMARY OF ASSIGNMENT AGREEMENT**

21 Subject to Bankruptcy Court approval and overbid, and on the terms set forth in  
22 **Exhibit 1**, the Trustee intends to assign to the Debtor the Estate's right, title, and interest  
23 in and to the Vehicle. The proposed assignment will be on an "AS IS" and "WHERE IS"  
24 basis, and subject to all existing liens, if any. In return for the assignment, the Debtor will  
25 pay to the Estate \$3,000.

26 *The foregoing is a summary of the proposed assignment. All interested persons*  
27 *are encouraged to read the assignment agreement attached hereto as Exhibit 1. The*  
28 *terms of the attached agreement control over this summary.*

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 \$3,000 is reasonable and in the best  
26 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 \$3,613 interest in the  
11 Vehicle (i.e., the value placed on the Vehicle by Edmunds.com). Mastan Decl. ¶ 7.  
12 Taking into account costs of sale (approximately \$500) and other expenses to administer  
13 the Vehicle, the Trustee believes that assigning the Estate's interest in the Vehicle to the  
14 Debtor for \$3,000 would minimize his administrative costs and maximize the Estate's  
15 interest for the benefit of the creditors to the Estate. Mastan Decl., ¶ 8.

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

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

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

23           The Trustee negotiated the terms of the Assignment Agreement with the Debtor in  
24 order to obtain a reasonable value for the Estate's interest in the Vehicle. Mastan Decl.  
25 ¶ 2. Given the information provided by Edmunds.com, and taking into account costs of  
26 sale and administration of the Vehicle, the sale price is fair and reasonable. Mastan  
27 Decl. ¶ 8.

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

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

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

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

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

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

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

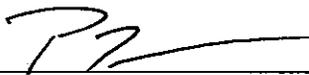
6 The Trustee requests that the Court "order otherwise" here and waive that stay.

7 **VI. CONCLUSION**

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

10  
11 DATED: July 14, 2014

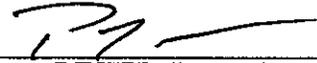
Respectfully submitted,  
CHAPTER 7 TRUSTEE

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14 By:   
15 Peter J. Mastan  
16 Chapter 7 Trustee of the Bankruptcy  
17 Estate of Loretta Ivaline Carlyle  
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1 Estate's interest in the Vehicle to the Debtor for a total of \$3,000, subject to overbid, and  
2 that the sale price is fair and reasonable.

3 I declare under penalty of perjury that the foregoing is true and correct and that this  
4 declaration was executed this 14<sup>th</sup> day of July 2014 at Los Angeles, California.

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PETER J. MASTAN

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**ORIGINAL**

**ASSIGNMENT AGREEMENT**

Subject to Bankruptcy Court approval, this Agreement (“Agreement”) is made and entered into by and between: (1) Loretta Ivaline Carlyle (“Debtor”); and (2) Peter J. Mastan in his capacity as trustee (the “Trustee”) of the bankruptcy estate (“Estate”) of Loretta Ivaline Carlyle in the bankruptcy case entitled *In re Loretta Ivaline Carlyle*, Bk. Case No. 2:13-bk-35612-WB (the “Carlyle Case”), pending in the United States Bankruptcy Court for the Central District of California.

**RECITALS**

- A. On October 21, 2013, Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code. At that time, Debtor filed the Schedules of Assets and Liabilities attached as **Exhibit 1**.
- B. Peter J. Mastan was appointed as the Trustee of the Estate.
- C. On December 23, 2013, Debtor amended Schedule C attached hereto as **Exhibit 2**.
- D. Debtor desires to acquire the Estate’s interest (the “Estate’s Interest”), if any, in and to the vehicle described as a 2003 Toyota Camry, VIN # 4T1BE32K83U712095 (the “Vehicle”), subject to all encumbrances, liens, and restrictions thereon, and Trustee desires to assign to Debtor the Estate’s Interest, if any, in and to the Vehicle, subject to all encumbrances, liens, and restrictions thereon, all in the manner and subject to the terms and conditions set forth herein and in accordance with Sections 363 of the Bankruptcy Code.
- E. The transactions contemplated herein shall be consummated pursuant to the terms and conditions of this Agreement and an “Approval Order” to be entered by the United States Bankruptcy Court (the “Bankruptcy Court”) having jurisdiction over the Carlyle Case.

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**EXHIBIT 1**

~~**EXHIBIT 1**~~

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## AGREEMENT

**NOW, THEREFORE**, on the terms and conditions and for the consideration set forth below, the Parties agree as follows:

**1. Incorporation of Recitals**

Recitals A through E are incorporated into and made a part of this Agreement.

**2. Approval of Agreement**

**2.1** Except as provided in ¶¶ 2.2, 2.3, 3.1, 3.3, 3.4, 3.5 and 4-15, no Party shall have any rights, duties, or obligations under this Agreement unless and until the Bankruptcy Court enters an order (the "Approval Order") that, in substance (i) approves this Agreement, (ii) authorizes the Trustee to make the "AS IS" "WHERE IS" assignment of the Estate's Interest in the Vehicle as contemplated herein, (iii) determines that this Agreement was made in good faith in an arm's-length transaction, and (iv) authorizes the Trustee to perform the terms of this Agreement.

**2.2** The Trustee shall have the obligation to seek approval of this Agreement in accordance with ¶ 2.1 and shall file the motion (the "Approval Motion") seeking approval of this Agreement within 10 business days after the date on which the Trustee receives all of the following: (a) a fully executed copy of this Agreement (without any modification or interlineation), and (b) the payment of the full amount of the Assignment Price (as defined below), and the fully paid Assignment Price having cleared the banking process. If the Approval Order is: (a) not entered within 90 days after the filing of the Approval Motion, or (b) appealed, then the Trustee may, in the unfettered exercise of his discretion, terminate his attempt to obtain the Approval Order by written notice to Debtor. If the Trustee terminates his attempt to obtain the Approval Order pursuant to this ¶ 2.2, then the Trustee shall return to Debtor the Assignment Price (to the extent received by the Trustee), without interest, and the Parties shall be as they were before they signed this Agreement. In the event that the Approval Order is

entered, the Bankruptcy Court specifically finds that Debtor is a good faith purchaser in accordance with 11 U.S.C. § 363(m), an appeal from the Approval Order is filed, but no stay of the Approval Order pending appeal is obtained, then the Trustee, in his unfettered exercise of discretion, may (but shall not be obligated to) perform this Agreement and the Assignment Price shall irrevocably become property of the Estate. Notwithstanding any other provision of this Agreement, (a) the Trustee shall have no obligation to defend any appeal from the Approval Order or to pursue any appeal from the denial of the Approval Motion, and (b) if Debtor fails to timely perform any act required of her under ¶ 3 of this Agreement, the Trustee shall have no obligation to seek approval of this Agreement.

2.3 Debtor agrees to cooperate with and perform all acts requested by the Trustee and to obtain entry of the Approval Order. In particular, but without limitation, Debtor shall not file any pleading that would or might delay or interfere in any way with the Trustee's efforts to obtain entry of the Approval Order, or counsel, encourage, or assist any other person or entity to do so.

### 3. Performance

3.1 The Debtor shall pay a total of \$3,000 (the "Assignment Price") for the Estate's interest in the Vehicle. Contemporaneously with Debtor's execution and delivery to the Trustee of this Agreement, Debtor shall deliver to the Trustee a cashier's or bank check payable to "Peter J. Mastan, Trustee" in the amount of the Assignment Price (i.e., \$3,000) (the "Payment") representing immediately available funds that are not subject to the liens, claims, or interests of any third party. The Payment shall be delivered to the Trustee in care of Gumport | Mastan, 550 S. Hope Street, Suite 1765, Los Angeles, CA 90071.

3.2 Within 10 business days after the later of (a) the entry of the Approval Order and any stay of that Approval Order having terminated, and (b) the receipt of the full Assignment Price by the Trustee and the Payment having cleared the banking process, the Trustee agrees to sign such documents as are reasonably necessary to assign the Estate's Interest in the Vehicle to Debtor.

3.3 To the extent that there is one or more liens against the Vehicle, Debtor represents and warrants that the payments on those secured obligation(s) are current and that Debtor will continue to timely make all payments on such secured obligations.

3.4 In the event of any default by the Debtor under this Agreement, then the Trustee shall be entitled to obtain (and Debtor agrees that the Trustee may obtain) on *ex parte* motion an order requiring the Debtor to turn over the Vehicle to the Trustee for sale by the Trustee and the Trustee shall be entitled to retain for the benefit of the Estate all proceeds of that sale (as well as all amounts previously paid by Debtor to the Estate) to the exclusion of the Debtor.

3.5 Upon signing this Agreement, the Debtor irrevocably waives any right that Debtor may otherwise have to amend her claimed exemptions in the Vehicle and, once the Payment becomes property of the Estate pursuant to ¶ 2.2 above, Debtor shall have no right, title, or interest in or to the Payment or its proceeds.

#### 4. Overbid

The Trustee's assignment of the Estate's Interest in the Vehicle to Debtor is subject to overbid. While the parties acknowledge that the Bankruptcy Court is free to accept, modify, or disregard the overbid procedure proposed by the parties, the parties agree to request that the following terms govern the overbid process:

4.1 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 (i.e., the initial overbid must be in an amount not less than \$4,000 plus the amount of Debtor's claimed exemptions in the Vehicle);

4.2 In the event that the Trustee receives multiple overbids, any subsequent overbids must be made in the Bankruptcy Court at the time of the hearing on the Motion and must be made in minimum increments of \$500;

4.3 Any overbid must be accompanied by a certified or cashier's check in the full amount of that bid and the successful overbidder must pay to the

Trustee by certified or cashier's check the full price of the assignment at the time of the hearing on the Motion;

4.4 Any sale at overbid will be all cash, "AS IS", "WHERE IS", subject to all claims, liens, encumbrances, and other interests, with all faults and without any representation or warranty whatsoever, whether express or implied, including without limitation, without warranty as to functionality, merchantability, or fitness for a particular purpose.

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

4.6 Any person making an overbid for the Vehicle shall be deemed to have made, on their own account, each of the representations made by the Debtor to the Trustee as set forth in Paragraph 5 below.

5. **Debtor's Acknowledgments**

Debtor hereby acknowledges each of the following:

(a) **The Estate's assignment of the Estate's Interest in the Vehicle pursuant to this Agreement is being assigned on an "AS-IS," "WHERE IS" basis, subject to all encumbrances, liens, and restrictions thereon, without recourse of any kind or nature, without any representation or warranty whatsoever, whether express or implied, including no warranty as to functionality, merchantability, or fitness for a particular purpose.**

(b) **Debtor is familiar with the Estate's Interest in the Vehicle and Debtor has had the opportunity to inspect and conduct her own due diligence with respect to the Estate's Interest in the Vehicle prior to entering into this Agreement.**

(c) **Debtor has had the opportunity to consult with legal counsel of her choice concerning this Agreement, including the meaning of the terms thereof and agrees to be bound to those terms.**

///

**6. Insurance/Turnover**

6.1 Debtor represents and warrants to the Trustee, which representation and warranty Debtor acknowledges that the Trustee is relying upon in entering into this Agreement, that she has and will continue to maintain and pay for comprehensive and liability insurance on the Vehicle, in an amount sufficient to cover the full value of the Vehicle in the event of loss and that the Trustee has been named an additional insured on those policies. Debtor agrees to, upon signing this Agreement, and from time to time and upon request from the Trustee, provide the Trustee with certificates of insurance on the Vehicle evidencing the existence and amount of insurance on the Vehicle and identifying the Trustee as an additional insured on the policies. The Debtor's obligation to maintain insurance and include the Trustee as an additional insured on that insurance as set forth in this paragraph 6.1 shall terminate upon the later of (a) the closing of the assignment contemplated in this Agreement, (b) the entry of the Approval Order, and (c) the Approval Order no longer being subject to timely appellate or other review.

6.2 In the event that the Debtor fails to maintain such insurance or fails to provide the Trustee with the certificate of insurance described in this paragraph within five days of request by the Trustee, then the Trustee shall be entitled to obtain (and Debtor agrees that the Trustee may obtain) on *ex parte* motion an order requiring the Debtor to turn over the Vehicle to the Trustee for sale by the Trustee and that the Trustee shall be entitled to retain for the benefit of the Estate all proceeds of that sale (as well as all amounts previously paid by Debtor to the Estate) to the exclusion of the Debtor.

**7. Attorneys' Fees And Costs**

7.1 Each Party shall bear his own attorneys' fees, expenses and costs incurred in connection with the subjects and preparation of this Agreement.

7.2 Nothing in this Agreement shall be interpreted or construed to waive or release any right of the Trustee and/or his professionals to seek compensation and reimbursement from the Estate.

**8. Entire Agreement**

8.1 This Agreement constitutes the entire understanding between the Parties with respect to its subject matter, including any and all obligations and commitments of the Trustee and Debtor. This Agreement supersedes and replaces in their entirety any and all prior negotiations or understandings, whether oral or written.

8.2 This Agreement has no terms other than those expressly set forth herein. Each Party represents and warrants to the other Party that he or she is not signing this Agreement in reliance upon any term, representation, or warranty other than those expressly set forth in this Agreement.

**9. Successors and Assigns**

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, agents, representatives, successors, and assigns.

**10. Governing Law; Jurisdiction; Choice of Forum**

10.1 This Agreement shall be construed in accordance with and governed by the substantive laws of the State of California (without regard to California law concerning choice of law).

10.2 Each Party consents to the exclusive personal jurisdiction and venue of the Bankruptcy Court for the trial, entry of findings, and entry of final orders and judgments with respect to any dispute arising out of this Agreement. In the event that the Bankruptcy Court lacks or does not exercise jurisdiction over any such dispute, each Party to this Agreement consents to the personal jurisdiction and venue of the Superior Court of the State of California for the County of Los Angeles and, to the extent not inconsistent with applicable law, to the personal jurisdiction and venue of the United States District Court for the Central District

of California, Los Angeles, for the trial, entry of findings and entry of final orders and judgments with respect to any dispute arising out of this Agreement.

**11. Waiver of Jury Trial**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PARTIES' RIGHTS AND OBLIGATIONS WITH RESPECT THERETO.**

**12. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**13. Authority To Sign**

Each person signing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has the requisite power and authority to execute and deliver this Agreement on behalf of that Party, and that this Agreement, when so executed and delivered, will be a binding obligation of and enforceable against such Party in accordance with its terms. Notwithstanding the foregoing, the Trustee's authority to sign this Agreement is subject to Bankruptcy Court approval as set forth elsewhere in this Agreement.

**14. Notice**

**14.1** Any notice, service, or demand under this Agreement shall be given by either (a) Federal Express or (b) hand delivery, and by no other means, as follows:

**To the Trustee:** Peter J. Mastan, Trustee, c/o Gumport | Mastan,  
550 South Hope Street, Suite 1765, Los Angeles, California 90071.

**To Debtor:** Loretta Ivaline Carlyle, 17811 Tamcliff Ave., Carson, CA  
90746.

For purposes of notice given by Federal Express, notice shall be deemed effective upon "delivery" by Federal Express. Delivery for purposes of this paragraph shall mean Federal Express' actual delivery of the notice to the address of the other Party, without the requirement of any signature by the receiving Party. Additionally, the refusal to accept a notice attempted to be delivered by Federal Express at that Party's address set forth above shall be deemed to have been delivered to that Party at the time of such attempted delivery.

14.2 Any Party may change the person to whom and/or address to which notice to that Party shall be delivered by giving notice of such change in accordance with ¶ 14.1. In all events, the Parties shall designate an address to which Federal Express will deliver packages in the ordinary course of its business.

15. **Headings**

The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

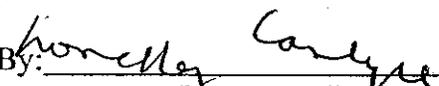
Dated: 6/6, 2014

CHAPTER 7 TRUSTEE

By:   
Peter J. Mastan  
Chapter 7 Trustee of the Bankruptcy  
Estate of Loretta Ivaline Carlye

Dated: JUN 5, 2014

DEBTOR

By:   
Loretta Ivaline Carlye

B6 Summary (Official Form 6 - Summary) (12/07)

**United States Bankruptcy Court  
 Central District of California**

In re Loretta Ivaline Carlyle  
 Debtor

Case No. \_\_\_\_\_

Chapter 7

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	338,560.00		
B - Personal Property	Yes	4	80,485.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		271,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		5,000.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		15,193.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	2			3,376.13
J - Current Expenditures of Individual Debtor(s)	Yes	2			5,105.00
Total Number of Sheets of ALL Schedules		18			
			Total Assets	419,045.00	
			Total Liabilities		291,193.00

00023

**EXHIBIT 1**

**United States Bankruptcy Court  
 Central District of California**

In re Loretta Ivaline Carlyle  
 Debtor

Case No. \_\_\_\_\_  
 Chapter 7

**STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)**

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

**This information is for statistical purposes only under 28 U.S.C. § 159.**

**Summarize the following types of liabilities, as reported in the Schedules, and total them.**

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	5,000.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	5,000.00

State the following:

Average Income (from Schedule I, Line 16)	3,376.13
Average Expenses (from Schedule J, Line 18)	5,105.00
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	4,076.91

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		0.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	5,000.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		15,193.00
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		15,193.00

**EXHIBIT 1**

00024

B6A (Official Form 6A) (12/07)

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Residence: 17811 Tamcliff Ave. Carson CA 90746	Fee Simple	C	338,560.00	271,000.00

FMV is approximately \$368,000. COS at 8% is \$29,440. Thus, the value of the home is listed at \$338,560.

Sub-Total > **338,560.00** (Total of this page)

Total > **338,560.00**

(Report also on Summary of Schedules)

00025

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Checking and savings accounts Chase	C	0.00
		Checking and savings accounts Citibank	C	500.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Miscellaneous household furnishings, electronics, etc.	C	5,000.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Personal clothing	C	400.00
7. Furs and jewelry.		Misc. Jewelry	C	500.00
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Debtor has a term life insurance policy, no cash value. She also have a whole life insurance policy, which has no current borrow value. Debtor's has 2 personal whole life insurance policies. No current borrow value.	C	0.00
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > 6,400.00  
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		401(k) pension plan.	H	65,000.00
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		2013 Potential Tax Refund Debtor owes back taxes, as a result it is unlikely she would be eligible to receive any of her federal tax refund as it will be applied to back taxes.	C	2,000.00
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

Sub-Total > 67,000.00  
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

**EXHIBIT 1**

00027

B6B (Official Form 6B) (12/07) - Cont.

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
 (Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		<b>2003 Toyota Avalon Mileage 130,000</b>	-	<b>3,724.00</b>
		<b>Valuation based on kbb.com, private party in fair condition</b>		
		<b>2003 Toyota Camry Mileage 130,000</b>	-	<b>3,361.00</b>
		<b>Valuation based on kbb.com, private party fair condition</b>		
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
			Sub-Total >	<b>7,085.00</b>
			(Total of this page)	

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

**EXHIBIT 1**

00028

B6B (Official Form 6B) (12/07) - Cont.

In re Loretta Ivaline Carfyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
------------------	------------------	--------------------------------------	---------------------------------------------	-----------------------------------------------------------------------------------------------------------

35. Other personal property of any kind not already listed. Itemize.

Sub-Total >	0.00
(Total of this page)	
Total >	80,485.00

(Report also on Summary of Schedules)

Sheet 3 of 3 continuation sheets attached to the Schedule of Personal Property

**EXHIBIT 1**

B6C (Official Form 6C) (4/13)

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT**

Debtor claims the exemptions to which debtor is entitled under:  
(Check one box)

Check if debtor claims a homestead exemption that exceeds  
\$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter  
with respect to cases commenced on or after the date of adjustment.)

- 11 U.S.C. §522(b)(2)  
 11 U.S.C. §522(b)(3)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<b>Real Property</b> Residence: 17811 Tamcliff Ave. Carson CA 90746	C.C.P. § 704.730	100,000.00	338,560.00
FMV is approximately \$368,000. COS at 8% is \$29,440. Thus, the value of the home is listed at \$338,560.			
<b>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</b> Checking and savings accounts Citibank	C.C.P. § 704.070	500.00	500.00
<b>Household Goods and Furnishings</b> Miscellaneous household furnishings, electronics, etc.	C.C.P. § 703.140(b)(3)	5,000.00	5,000.00
<b>Wearing Apparel</b> Personal clothing	C.C.P. § 703.140(b)(3)	400.00	400.00
<b>Furs and Jewelry</b> Misc. Jewelry	C.C.P. § 703.140(b)(4)	500.00	500.00
<b>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</b> 401(k) pension plan.	C.C.P. § 704.115(a)(1) & (2), (b)	65,000.00	65,000.00
<b>Other Liquidated Debts Owning Debtor Including Tax Refund</b> 2013 Potential Tax Refund Debtor owes back taxes, as a result it is unlikely she would be eligible to receive any of her federal tax refund as it will be applied to back taxes.	C.C.P. § 703.140(b)(5)	0.00	2,000.00
<b>Automobiles, Trucks, Trailers, and Other Vehicles</b> 2003 Toyota Avalon Mileage 130,000	C.C.P. § 704.010	2,900.00	3,724.00
Valuation based on kbb.com, private party in fair condition			

Total: 174,300.00 415,684.00

0 continuation sheets attached to Schedule of Property Claimed as Exempt

**EXHIBIT 1**

00030

B6D (Official Form 6D) (12/07)

In re **Loretta Ivaline Carlyle**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN					
Account No. <b>Creditor #: 1</b> <b>Chase Manhattan Bank USA, NA</b> <b>500 White Clay Center Drive</b> <b>Newark, DE 19711-5469</b>			<b>First Mortgage</b> <b>Residence:</b> <b>17811 Tamcliff Ave.</b> <b>Carson CA 90746</b> <b>FMV is approximately \$368,000. COS at 8% is \$29,440. Thus, the value of the home is listed at \$338,560.</b>					
			Value \$ 338,560.00				246,000.00	0.00
Account No. <b>Creditor #: 2</b> <b>City of Carson</b> <b>1 Civic Plaza Drive 285</b> <b>Carson, CA 90745</b>			<b>Second Mortgage</b> <b>Residence:</b> <b>17811 Tamcliff Ave.</b> <b>Carson CA 90746</b> <b>FMV is approximately \$368,000. COS at 8% is \$29,440. Thus, the value of the home is listed at \$338,560.</b>					
			Value \$ 338,560.00				25,000.00	0.00
Account No.								
			Value \$					
Account No.								
			Value \$					
Subtotal (Total of this page)							271,000.00	0.00
Total (Report on Summary of Schedules)							271,000.00	0.00

0 continuation sheets attached

B6E (Official Form 6E) (4/13)

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

## SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

**Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

**Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

**Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

**Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

**Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$6,150\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

**Deposits by individuals**

Claims of individuals up to \$2,775\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

**Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

**Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

**Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

1 continuation sheets attached

B6E (Official Form 6E) (4/13) - Cont.

In re Loretta Ivaline Carlyle  
Debtor

Case No. \_\_\_\_\_

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**  
(Continuation Sheet)

Taxes and Certain Other Debts  
Owed to Governmental Units

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M	C O N T I N G E N T	U N D I S P U T E D	D I S P U T E D	A M O U N T O F C L A I M	TYPE OF PRIORITY		
									A M O U N T N O T E N T I T L E D T O P R I O R I T Y, I F A N Y	A M O U N T E N T I T L E D T O P R I O R I T Y	
Account No.				2010							
<b>Creditor #: 1</b> Internal Revenue Service Centralized Insolvency Operations PO Box 7346 Philadelphia, PA 19101-7346				Income Taxes			X		0.00		
								5,000.00		5,000.00	
Account No.											
Account No.											
Account No.											
Account No.											
Account No.											
								Subtotal	0.00		
Sheet <u>1</u> of <u>1</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Priority Claims								(Total of this page)	5,000.00	5,000.00	
								Total	0.00		
(Report on Summary of Schedules)								5,000.00	5,000.00		

**EXHIBIT 1**

B6F (Official Form 6F) (12/07)

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community		CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. <b>xxxx9613</b> Creditor #: 1 Calvary Portfolio Services Attention: Bankruptcy Department 500 Summit Lake Dr. Suite 400 Valhalla, NY 10595							805.00
Account No. <b>xxx7266</b> Creditor #: 2 Collection Consultants Po Box 29050 Glendale, CA 91209							100.00
Account No. <b>xxx4725</b> Creditor #: 3 Collection Consultants Po Box 29050 Glendale, CA 91209							80.00
Account No. <b>xxxxxxxxx6003</b> Creditor #: 4 Jefferson Capital 16 Mcleland Rd Saint Cloud, MN 56303							277.00
Subtotal (Total of this page)							1,262.00

2 continuation sheets attached

**EXHIBIT 1**

B6F (Official Form 6F) (12/07) - Cont.

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. xxxxxxxxxxxx6464 Creditor #: 5 Lvnv Funding Ltc Po Box 10497 Greenville, SC 29603							2,165.00
Account No. xxxxxxxxxxxx6138 Creditor #: 6 M Leonard & Associates Po Box 2339 Van Nuys, CA 91411							72.00
Account No. xxxxxxxxx5550 Creditor #: 7 Midnight Velvet Swiss Colony Midnight Velvet 1112 7th Ave Monroe, WI 53566							68.00
Account No. xxxxxxxxx5290 Creditor #: 8 Montgomery Ward 1112 7th Ave Monroe, WI 53566							296.00
Account No. xxxxxxxxxxxx4005 Creditor #: 9 Portfolio Recovery Attn: Bankruptcy Po Box 41067 Norfolk, VA 23541							5,113.00
Subtotal (Total of this page)							7,714.00

Sheet no. 1 of 2 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

**EXHIBIT 1**

B6F (Official Form 6F) (12/07) - Cont.

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O M M U N I T Y	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W	J C				
Account No. xxxxxxxxxxxx5496 Creditor #: 10 Portfolio Recovery Attn: Bankruptcy Po Box 41067 Norfolk, VA 23541							783.00
Account No. xxxxxxxxxxxx2977 Creditor #: 11 Portfolio Recovery Attn: Bankruptcy Po Box 41067 Norfolk, VA 23541							321.00
Account No. Creditor #: 12 Portfolio Recovery Associates, Inc. Post Office Box 41067 Norfolk, VA 23541							5,113.00
Account No. Hunt & Henriques Attorneys At Law 151 Bernal Road, Suite 8 San Jose, CA 95119							Notice Only
Account No. Norwalk (Southeast Judicial) Case No. 13N11795 12720 Norwalk Blvd, Room 101 Norwalk, CA 90650							Notice Only
Subtotal (Total of this page)							6,217.00
Total (Report on Summary of Schedules)							15,193.00

Sheet no. 2 of 2 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

**EXHIBIT 1**

B6G (Official Form 6G) (12/07)

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

### SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,  
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.  
State whether lease is for nonresidential real property.  
State contract number of any government contract.

0

\_\_\_\_\_ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

**EXHIBIT 1**

B6H (Official Form 6H) (12/07)

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

### SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

0

continuation sheets attached to Schedule of Codebtors

**EXHIBIT 1**

00038

B61 (Official Form 61) (12/07)

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor(s) \_\_\_\_\_

**SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)**

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: <b>Married</b>	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): <b>Grandson</b>	AGE(S): <b>13</b>
<b>Employment:</b>	<b>DEBTOR</b>	<b>SPOUSE</b>
Occupation	<b>Retired</b>	<b>Operator</b>
Name of Employer	<b>Retired</b>	<b>Sika Corporation</b>
How long employed		<b>5 years</b>
Address of Employer		<b>12767 Imperial Hwy Santa Fe Springs, CA</b>

INCOME: (Estimate of average or projected monthly income at time case filed)

	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	\$ <u>0.00</u>	\$ <u>4,076.91</u>
2. Estimate monthly overtime	\$ <u>0.00</u>	\$ <u>0.00</u>
3. SUBTOTAL	\$ <u>0.00</u>	\$ <u>4,076.91</u>
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	\$ <u>0.00</u>	\$ <u>790.58</u>
b. Insurance	\$ <u>0.00</u>	\$ <u>122.85</u>
c. Union dues	\$ <u>0.00</u>	\$ <u>66.00</u>
d. Other (Specify) <u>See Detailed Income Attachment</u>	\$ <u>0.00</u>	\$ <u>350.48</u>
5. SUBTOTAL OF PAYROLL DEDUCTIONS	\$ <u>0.00</u>	\$ <u>1,329.91</u>
6. TOTAL NET MONTHLY TAKE HOME PAY	\$ <u>0.00</u>	\$ <u>2,747.00</u>
7. Regular income from operation of business or profession or farm (Attach detailed statement)	\$ <u>0.00</u>	\$ <u>0.00</u>
8. Income from real property	\$ <u>0.00</u>	\$ <u>0.00</u>
9. Interest and dividends	\$ <u>0.00</u>	\$ <u>0.00</u>
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	\$ <u>0.00</u>	\$ <u>0.00</u>
11. Social security or government assistance (Specify): <u>See Detailed Income Attachment</u>	\$ <u>368.00</u>	\$ <u>261.13</u>
12. Pension or retirement income	\$ <u>0.00</u>	\$ <u>0.00</u>
13. Other monthly income (Specify): _____	\$ <u>0.00</u>	\$ <u>0.00</u>
14. SUBTOTAL OF LINES 7 THROUGH 13	\$ <u>368.00</u>	\$ <u>261.13</u>
15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)	\$ <u>368.00</u>	\$ <u>3,008.13</u>
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)	\$ <u>3,376.13</u>	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

**EXHIBIT 1**

00039

B61 (Official Form 61) (12/07)

In re Loretta Ivaline Carlyle

Debtor(s)

Case No. \_\_\_\_\_

**SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)**

**Detailed Income Attachment**

**Other Payroll Deductions:**

<u>401(k)</u>	\$ <u>0.00</u>	\$ <u>203.85</u>
<u>401(k) loans</u>	\$ <u>0.00</u>	\$ <u>118.43</u>
<u>Life</u>	\$ <u>0.00</u>	\$ <u>28.20</u>
<b>Total Other Payroll Deductions</b>	<b>\$ <u>0.00</u></b>	<b>\$ <u>350.48</u></b>

**Social Security or other government assistance:**

<u>Social Security</u>	\$ <u>368.00</u>	\$ <u>0.00</u>
<u>401(k) (70% added back)</u>	\$ <u>0.00</u>	\$ <u>142.70</u>
<u>401(k) Loan (100% added back)</u>	\$ <u>0.00</u>	\$ <u>118.43</u>
<b>Total Social Security or other government assistance</b>	<b>\$ <u>368.00</u></b>	<b>\$ <u>261.13</u></b>

**EXHIBIT 1**

00010

B6J (Official Form 6J) (12/07)  
 In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor(s)

### SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)		\$	<u>1,450.00</u>
a. Are real estate taxes included?	Yes <u>X</u> No _____		
b. Is property insurance included?	Yes <u>X</u> No _____		
2. Utilities:		\$	<u>100.00</u>
a. Electricity and heating fuel		\$	<u>100.00</u>
b. Water and sewer		\$	<u>45.00</u>
c. Telephone		\$	<u>399.00</u>
d. Other <u>See Detailed Expense Attachment</u>		\$	<u>150.00</u>
3. Home maintenance (repairs and upkeep)		\$	<u>750.00</u>
4. Food		\$	<u>125.00</u>
5. Clothing		\$	<u>25.00</u>
6. Laundry and dry cleaning		\$	<u>250.00</u>
7. Medical and dental expenses		\$	<u>400.00</u>
8. Transportation (not including car payments)		\$	<u>100.00</u>
9. Recreation, clubs and entertainment, newspapers, magazines, etc.		\$	<u>0.00</u>
10. Charitable contributions		\$	<u>0.00</u>
11. Insurance (not deducted from wages or included in home mortgage payments)		\$	<u>0.00</u>
a. Homeowner's or renter's		\$	<u>291.00</u>
b. Life		\$	<u>0.00</u>
c. Health		\$	<u>110.00</u>
d. Auto		\$	<u>0.00</u>
e. Other _____		\$	<u>0.00</u>
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify) _____		\$	<u>0.00</u>
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		\$	<u>0.00</u>
a. Auto		\$	<u>400.00</u>
b. Other <u>H's Separate Debt</u>		\$	<u>260.00</u>
c. Other <u>Burial Plot</u>		\$	<u>0.00</u>
14. Alimony, maintenance, and support paid to others		\$	<u>0.00</u>
15. Payments for support of additional dependents not living at your home		\$	<u>0.00</u>
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)		\$	<u>0.00</u>
17. Other <u>Contingency</u>		\$	<u>100.00</u>
Other <u>Personal care/grooming</u>		\$	<u>50.00</u>
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)		\$	<u>5,105.00</u>
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document: <u>Debtor is currently undergoing chemotherapy. She goes weekly. Medical expenses are higher than average.</u>			
20. STATEMENT OF MONTHLY NET INCOME			
a. Average monthly income from Line 15 of Schedule I		\$	<u>3,376.13</u>
b. Average monthly expenses from Line 18 above		\$	<u>5,105.00</u>
c. Monthly net income (a. minus b.)		\$	<u>-1,728.87</u>

**EXHIBIT 1**

00011

B6J (Official Form 6J) (12/07)

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor(s)

**SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**  
**Detailed Expense Attachment**

**Other Utility Expenditures:**

<b>Natural Gas</b>	\$	<b>60.00</b>
<b>Cable Television</b>	\$	<b>124.00</b>
<b>Cell Phones</b>	\$	<b>180.00</b>
<b>Internet</b>	\$	<b>35.00</b>
<b>Total Other Utility Expenditures</b>	\$	<b>399.00</b>

**EXHIBIT 1**

210012

86 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court  
Central District of California**

In re Loretta Ivaline Carlyle

Debtor(s)

Case No.

Chapter 7

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

**DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 20 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date October 21, 2013

Signature /s/ Loretta Ivaline Carlyle

Loretta Ivaline Carlyle

Debtor

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Filer's Name:	<u>Chelsea A. Ryan</u>	Atty Name (if applicable):	<u>Chelsea A. Ryan</u>
	<u>15760 Ventura Blvd.</u>		
	<u>Suite 1100</u>		
Street Address:	<u>Encino, CA 91436</u>	CA Bar No. (if applicable):	<u>264580</u>
Filer's Telephone No.:	<u>818-995-4540</u>	Atty Fax No. (if applicable):	<u>818-995-9277</u>

In re: <p style="text-align: center;">Loretta Ivaline Carlyle</p>	Case No. <u>2:13-bk-35612</u> Chapter <u>7</u>
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**AMENDED SCHEDULE(S) AND/OR STATEMENT(S)**

A filing fee of \$30.00 is required to amend any or all of Schedules "D" through "F." An addendum mailing list is also required as an attachment if creditors are being added to the creditors list. Is/are creditor(s) being added? Yes  No

Indicate below which schedule(s) and/or statement(s) is(are) being amended.

A  B  C  D  E  F  G  H  I  J

Statement of Social Security Number(s)

Statement of Financial Affairs

Statement of Intention

Other

**NOTE: IT IS THE RESPONSIBILITY OF THE DEBTOR TO MAIL COPIES OF ALL AMENDMENTS TO THE TRUSTEE AND TO NOTICE ALL CREDITORS LISTED IN THE AMENDED SCHEDULE(S) AND TO COMPLETE AND FILE WITH THE COURT THE PROOF OF SERVICE ON THE BACK OF THIS PAGE.**

I/We, Loretta Ivaline Carlyle, the person(s) who subscribed to the foregoing Amended Schedule(s) and/or Statement(s) do hereby declare under penalty of perjury that the foregoing is true and correct.

DATED: 12/23/13

Loretta Carlyle

Loretta Ivaline Carlyle  
Debtor Signature

Co-Debtor Signature

**\*\*FOR COURT USE ONLY\*\***

**\*\*SEE REVERSE SIDE\*\***

B6C (Official Form 6C) (4/13)

In re Loretta Ivaline Carlyle

Case No. 2:13-bk-35612

Debtor

**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT - AMENDED**

Debtor claims the exemptions to which debtor is entitled under:  
(Check one box)

- 11 U.S.C. §522(b)(2)
- 11 U.S.C. §522(b)(3)

Check if debtor claims a homestead exemption that exceeds \$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<b>Real Property</b> Residence: 17811 Tamcliff Ave. Carson CA 90746	C.C.P. § 704.730	100,000.00	338,560.00
FMV is approximately \$368,000. COS at 8% is \$29,440. Thus, the value of the home is listed at \$338,560.			
<b>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</b> Checking and savings accounts Citibank	C.C.P. § 704.070	500.00	500.00
<b>Household Goods and Furnishings</b> Miscellaneous household furnishings, electronics, etc.	C.C.P. § 704.020	5,000.00	5,000.00
<b>Wearing Apparel</b> Personal clothing	C.C.P. § 704.020	400.00	400.00
<b>Furs and Jewelry</b> Misc. Jewelry	C.C.P. § 704.040	500.00	500.00
<b>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</b> 401(k) pension plan.	C.C.P. § 704.115(a)(1) & (2), (b)	65,000.00	65,000.00
<b>Automobiles, Trucks, Trailers, and Other Vehicles</b> 2003 Toyota Avalon Mileage 130,000	C.C.P. § 704.010	2,900.00	3,724.00

Valuation based on kbb.com, private party in fair condition

~~EXHIBIT 2~~

EXHIBIT 1

Total: 174,300.00 413,684.00

0 continuation sheets attached to Schedule of Property Claimed as Exempt

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court  
Central District of California**

In re Loretta Ivaline Carlyle

Debtor(s)

Case No. 2:13-bk-35612

Chapter 7

**DECLARATION CONCERNING DEBTOR'S SCHEDULES - AMENDED**

**DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 20 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date December 3, 2013

Signature

*Loretta Carlyle*

Loretta Ivaline Carlyle

Debtor

*Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.*

~~EXHIBIT 2~~

EXHIBIT 1

### 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: 15760 Ventura Blvd., Suite 1100 Encino, CA 91436

A true and correct copy of the foregoing document entitled (*specify*): **AMENDED SCHEDULE C** 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*) December 23, 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:

- Peter J Mastan (TR) pmastan@gumportlaw.com, pmastan@ecf.epiqsystems.com
- Chelsea A Ryan chelsea@pricelawgroup.com, notice@pricelawgroup.com
- Avi Schild bk@atlasacq.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

Service information continued on attached page

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

On (*date*) December 23, 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.

Hon. Julia W. Brand  
United States Bankruptcy Court  
Central District of California  
255 E. Temple Street, Suite 1382  
Los Angeles, CA 90012

Loretta I Carlyle  
17811 Tamcliff Ave.  
Carson, CA 90746

Service information continued on attached page

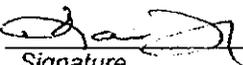
**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (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.

12/23/13  
Date

Laura Franklin  
Printed Name

  
Signature

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

**EXHIBIT 2**

**EXHIBIT 1**

B6B (Official Form 6B) (12/07)

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Checking and savings accounts Chase	C	0.00
		Checking and savings accounts Citibank	C	500.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Miscellaneous household furnishings, electronics, etc.	C	5,000.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Personal clothing	C	400.00
7. Furs and jewelry.		Misc. Jewelry	C	500.00
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Debtor has a term life insurance policy, no cash value. She also have a whole life insurance policy, which has no current borrow value. Debtor's has 2 personal whole life insurance policies. No current borrow value.	C	0.00
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > 6,400.00  
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		401(k) pension plan.	H	65,000.00
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		2013 Potential Tax Refund Debtor owes back taxes, as a result it is unlikely she would be eligible to receive any of her federal tax refund as it will be applied to back taxes.	C	2,000.00
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
Sub-Total >				67,000.00
(Total of this page)				

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

**EXHIBIT 2**

B6B (Official Form 6B) (12/07) - Cont.

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2003 Toyota Avalon Mileage 130,000	-	3,724.00
		Valuation based on kbb.com, private party in fair condition		
		2003 Toyota Camry Mileage 130,000	-	3,361.00
		Valuation based on kbb.com, private party fair condition		
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			

Sub-Total > **7,085.00**  
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

**EXHIBIT 2**

B6B (Official Form 6B) (12/07) - Cont.

In re Loretta Ivaline Carlyle  
Debtor

Case No. \_\_\_\_\_

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > 0.00  
(Total of this page)  
Total > 80,485.00

(Report also on Summary of Schedules)

Sheet 3 of 3 continuation sheets attached  
to the Schedule of Personal Property

**EXHIBIT 2**

B6C (Official Form 6C) (4/13)

In re Loretta Ivaline Carlyle  
Debtor

Case No. \_\_\_\_\_

**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT**

Debtor claims the exemptions to which debtor is entitled under:  
(Check one box)

Check if debtor claims a homestead exemption that exceeds \$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

- 11 U.S.C. §522(b)(2)
- 11 U.S.C. §522(b)(3)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<b>Real Property</b>			
<b>Residence:</b> 17811 Tamcliff Ave. Carson CA 90746	C.C.P. § 704.730	100,000.00	338,560.00
FMV is approximately \$368,000. COS at 8% is \$29,440. Thus, the value of the home is listed at \$338,560.			
<b>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</b>			
Checking and savings accounts Citibank	C.C.P. § 704.070	500.00	500.00
<b>Household Goods and Furnishings</b>			
Miscellaneous household furnishings, electronics, etc.	C.C.P. § 703.140(b)(3)	5,000.00	5,000.00
<b>Wearing Apparel</b>			
Personal clothing	C.C.P. § 703.140(b)(3)	400.00	400.00
<b>Furs and Jewelry</b>			
Misc. Jewelry	C.C.P. § 703.140(b)(4)	500.00	500.00
<b>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</b>			
401(k) pension plan.	C.C.P. § 704.115(a)(1) & (2), (b)	65,000.00	65,000.00
<b>Other Liquidated Debts Owning Debtor Including Tax Refund</b>			
2013 Potential Tax Refund Debtor owes back taxes, as a result it is unlikely she would be eligible to receive any of her federal tax refund as it will be applied to back taxes.	C.C.P. § 703.140(b)(5)	0.00	2,000.00
<b>Automobiles, Trucks, Trailers, and Other Vehicles</b>			
2003 Toyota Avalon Mileage 130,000	C.C.P. § 704.010	2,900.00	3,724.00
Valuation based on kbb.com, private party in fair condition			

Total: 174,300.00 415,684.00

0 continuation sheets attached to Schedule of Property Claimed as Exempt

**EXHIBIT 2**

00052

B6D (Official Form 6D) (12/07)

In re Loretta Ivaline Carlyle

Case No. \_\_\_\_\_

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		H	W					
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN						
Account No.		<b>First Mortgage</b>						
<b>Creditor #: 1</b> Chase Manhattan Bank USA, NA 500 White Clay Center Drive Newark, DE 19711-5469		Residence: 17811 Tamcliff Ave. Carson CA 90746 FMV is approximately \$368,000. COS at 8% is \$29,440. Thus, the value of the home is listed at \$338,560.						
		Value \$	338,560.00				246,000.00	0.00
Account No.		<b>Second Mortgage</b>						
<b>Creditor #: 2</b> City of Carson 1 Civic Plaza Drive 285 Carson, CA 90745		Residence: 17811 Tamcliff Ave. Carson CA 90746 FMV is approximately \$368,000. COS at 8% is \$29,440. Thus, the value of the home is listed at \$338,560.						
		Value \$	338,560.00				25,000.00	0.00
Account No.								
		Value \$						
Account No.								
		Value \$						
Subtotal (Total of this page)							271,000.00	0.00
Total (Report on Summary of Schedules)							271,000.00	0.00

0 continuation sheets attached

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Filer's Name:	<u>Chelsea A. Ryan</u>	Atty Name (if applicable):	<u>Chelsea A. Ryan</u>
	<u>15760 Ventura Blvd.</u>		
	<u>Suite 1100</u>		
Street Address:	<u>Encino, CA 91436</u>	CA Bar No. (if applicable):	<u>264580</u>
Filer's Telephone No.:	<u>818-995-4540</u>	Atty Fax No. (if applicable):	<u>818-995-9277</u>

In re: <p style="text-align: center;">Loretta Ivaline Carlyle</p>	Case No. <u>2:13-bk-35612</u> Chapter <u>7</u>
----------------------------------------------------------------------	---------------------------------------------------

**AMENDED SCHEDULE(S) AND/OR STATEMENT(S)**

A filing fee of \$30.00 is required to amend any or all of Schedules "D" through "F." An addendum mailing list is also required as an attachment if creditors are being added to the creditors list. Is/are creditor(s) being added? Yes  No

Indicate below which schedule(s) and/or statement(s) is(are) being amended.

A  B  C  D  E  F  G  H  I  J

Statement of Social Security Number(s)

Statement of Financial Affairs

Statement of Intention

Other

**NOTE: IT IS THE RESPONSIBILITY OF THE DEBTOR TO MAIL COPIES OF ALL AMENDMENTS TO THE TRUSTEE AND TO NOTICE ALL CREDITORS LISTED IN THE AMENDED SCHEDULE(S) AND TO COMPLETE AND FILE WITH THE COURT THE PROOF OF SERVICE ON THE BACK OF THIS PAGE.**

I/We, Loretta Ivaline Carlyle, the person(s) who subscribed to the foregoing Amended Schedule(s) and/or Statement(s) do hereby declare under penalty of perjury that the foregoing is true and correct.

DATED: 12/23/13

Loretta Carlyle

Loretta Ivaline Carlyle  
Debtor Signature

\_\_\_\_\_  
Co-Debtor Signature

**\*\*FOR COURT USE ONLY\*\***

**\*\*SEE REVERSE SIDE\*\***

B6C (Official Form 6C) (4/13)

In re Loretta Ivaline CartyleCase No. 2:13-bk-35612

Debtor

**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT - AMENDED**Debtor claims the exemptions to which debtor is entitled under:  
(Check one box)

- 11 U.S.C. §522(b)(2)  
 11 U.S.C. §522(b)(3)

Check if debtor claims a homestead exemption that exceeds  
 \$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter  
 with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<b>Real Property</b>			
<b>Residence:</b> 17811 Tamcliff Ave. Carson CA 90746	C.C.P. § 704.730	100,000.00	338,560.00
FMV is approximately \$368,000. COS at 8% is \$29,440. Thus, the value of the home is listed at \$338,560.			
<b>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</b>			
Checking and savings accounts Citibank	C.C.P. § 704.070	500.00	500.00
<b>Household Goods and Furnishings</b>			
Miscellaneous household furnishings, electronics, etc.	C.C.P. § 704.020	5,000.00	5,000.00
<b>Wearing Apparel</b>			
Personal clothing	C.C.P. § 704.020	400.00	400.00
<b>Furs and Jewelry</b>			
Misc. Jewelry	C.C.P. § 704.040	500.00	500.00
<b>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</b>			
401(k) pension plan.	C.C.P. § 704.115(a)(1) & (2), (b)	65,000.00	65,000.00
<b>Automobiles, Trucks, Trailers, and Other Vehicles</b>			
2003 Toyota Avalon Mileage 130,000	C.C.P. § 704.010	2,900.00	3,724.00
Valuation based on kbb.com, private party in fair condition			

Total: **174,300.00** **413,684.00**

0 continuation sheets attached to Schedule of Property Claimed as Exempt

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court  
Central District of California**

In re Loretta Ivaline Carlyle

Debtor(s)

Case No. 2:13-bk-35612

Chapter 7

**DECLARATION CONCERNING DEBTOR'S SCHEDULES - AMENDED**

**DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 20 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date December 3, 2013

Signature



Loretta Ivaline Carlyle

Debtor

*Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.*

### 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: 15760 Ventura Blvd., Suite 1100 Encino, CA 91436

A true and correct copy of the foregoing document entitled (*specify*): **AMENDED SCHEDULE C** 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*) **December 23, 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:

- Peter J Mastan (TR) pmastan@gumportlaw.com, pmastan@ecf.epiqsystems.com
- Chelsea A Ryan chelsea@pricelawgroup.com, notice@pricelawgroup.com
- Avi Schild bk@atlasacq.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

Service information continued on attached page

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

On (*date*) **December 23, 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.

Hon. Julia W. Brand  
United States Bankruptcy Court  
Central District of California  
255 E. Temple Street, Suite 1382  
Los Angeles, CA 90012

Loretta I Carlyle  
17811 Tamcliff Ave.  
Carson, CA 90746

Service information continued on attached page

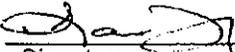
**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, 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.

12/23/13  
Date

Laura Franklin  
Printed Name

  
Signature

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

**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 1765, 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 **July 14, 2014**, 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:

- **Peter J Mastan (TR)** pmastan@gumportlaw.com, pmastan@ecf.epiqsystems.com
- **Chelsea A Ryan** enotice@pricelawgroup.com, chelsea@pricelawgroup.com
- **Avi Schild** bk@atlasacq.com
- **United States Trustee (LA)** ustregion16.la.ecf@usdoj.gov

\_\_\_ Service information continued on attached page

**II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL** (indicate method for each person or entity served): On **July 14, 2014** 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. Julia W. Brand  
United States Bankruptcy Court  
Edward R. Roybal Federal  
Building and Courthouse  
255 E. Temple Street, Suite 1382  
Los Angeles, CA 90012

**DEBTOR**

Loretta Ivaline Carlyle  
17811 Tamcliff Ave.  
Carson, CA 90746

\_\_\_ 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 **July 14, 2014** 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.

**July 14, 2014**  
Date

**TRAVIS MICHAEL TERRY**  
Type name

  
Signature