

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   <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	<b>FOR COURT USE ONLY</b>
--	---------------------------

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re:  RAFAEL RAMIREZ and JULIA RAMIREZ   Debtor(s).	CASE NO.: 2:13-bk-38496-BR CHAPTER: 7   <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
--	---

Sale Date: 06/20/2014	Time:
Location:	

Type of Sale:  Public  Private      Last date to file objections: 06/20/2014

Description of property to be sold: \_\_\_\_\_  
 \_\_\_\_\_  
 Estate's interest in 2010 Chevy Malibu

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: \$ 6,000.00

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 \$9,900. Subsequent bids may be made in \$5,000 increments. Payment in full by cashier's check must be tendered at the hearing, which will be set upon receipt of initial bid by Trustee.

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

---

---

---

---

---

---

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

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

---

---

---

Date: 06/03/2014

---

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

**E-FILED**

DATE: 6/3/14

1 PETER J. MASTAN, Trustee  
travis@gumportlaw.com  
2 550 South Hope Street, Suite 1765  
Los Angeles, California 90071-2627  
3 Telephone: (213) 452-4928

4 Peter J. Mastan, Chapter 7 Trustee of the  
Bankruptcy Estate of Rafael Ramirez  
5 and Julia Ramirez

6  
7  
8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **LOS ANGELES DIVISION**

11 In re

12 RAFAEL RAMIREZ  
13 and  
14 JULIA RAMIREZ,

15 Debtor(s)

Bk. No.: 2:13-bk-38496-BR

CHAPTER 7

16 **NOTICE OF MOTION AND MOTION**  
17 **TO APPROVE ASSIGNMENT**  
18 **AGREEMENT BETWEEN THE**  
19 **TRUSTEE AND DEBTORS FOR THE**  
20 **TRUSTEE'S CONVEYANCE OF THE**  
21 **ESTATE'S INTEREST IN A 2010**  
22 **CHEVY MALIBU; MEMORANDUM**  
23 **OF POINTS AND AUTHORITIES;**  
24 **DECLARATION OF PETER J.**  
25 **MASTAN; AND EXHIBITS**

[No hearing is Requested or Required]

DATE:

TIME:

PLACE:

Courtroom 1668  
255 E. Temple Street  
Los Angeles, CA 90012  
[Judge Barry Russell]

25 ///

26 ///

27 ///

28 ///

1 **TO THE DEBTORS, 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 June 3, 2014, Peter J. Mastan, Chapter 7  
5 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Rafael Ramirez and Julia  
6 Ramirez (the "Debtors"), filed a motion (the "Motion") for an order that does each of the  
7 following:

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

10 (2) Authorizes the Trustee to make the assignment of the Estate's interest in the  
11 vehicle described as a 2010 Chevy Malibu, VIN# 1G1ZD5E79A4157432 , (the  
12 "Vehicle") on an "AS IS" and "WHERE IS" basis, subject to all existing encumbrances,  
13 liens, claims and restrictions thereon, if any.

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

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

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

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

24 (7) Approves the following overbid procedure:

25 (a) any initial overbid for an assignment of the Estate's interest in the  
26 Vehicle must be in an amount at least \$1,000 greater than the amount to be paid by  
27 Debtors under this Agreement (i.e., in an amount not less than \$7,000 plus Debtors'  
28 claimed exemptions in the Vehicle);

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

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

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

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

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

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

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

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

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

28 ///

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 **Debtors at the addresses set forth below not later than 17 days after service of the**  
16 **Notice; and must include a complete written statement of all reasons in opposition**  
17 **thereto or in support or joinder thereof, declarations and copies of all photographs**  
18 **and documentary evidence on which the responding party intends to rely, and any**  
19 **responding memorandum of points and authorities:**

20 **For Filing With the Court**

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

**For Service on Barry Russell,**  
**Bankruptcy Judge**

Hon. Barry Russell  
United States Bankruptcy Court  
Central District of California  
Edward R. Roybal Federal  
Building and Courthouse  
255 E. Temple Street, Suite 1660  
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

///

1 **For Service on the Debtors**  
Michael H. Colmenares, Esq.  
2 Colmenares & Tomilowitz  
1321 Post Ave Ste 201  
3 Torrance, CA 90501

4 and

5 Rafael Ramirez  
Julia Ramirez  
6 13808 Chadron Ave  
Hawthorne, CA 90250  
7  
8

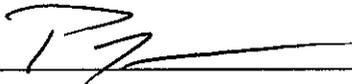
9 **NOTICE IS FURTHER GIVEN that, pursuant to Local Bankruptcy Rule**  
10 **9013-1(h), failure to timely file and serve an objection may be deemed by the Court**  
11 **to be consent to granting the Motion.**

12  
13 DATED: June 3, 2014

Respectfully submitted,

CHAPTER 7 TRUSTEE

14  
15  
16 By: \_\_\_\_\_

  
Peter J. Mastan  
Chapter 7 Trustee of the Bankruptcy  
Estate of Rafael Ramirez and  
Julia Ramirez

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

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

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

**Exhibit 1.**

(2) Authorizes the Trustee to make the assignment of the Estate's interest in the vehicle described as a 2010 Chevy Malibu, VIN# 1G1ZD5E79A4157432, (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 Debtors, 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 Debtors under this Agreement (i.e., in an amount not less than \$7,000 plus Debtors' claimed exemptions in the Vehicle);

///

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

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

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

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

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

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

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

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

24 The Trustee received an offer from the Debtors to acquire the Estate's interest in  
25 the Vehicle for a total amount of \$6,000. The Trustee has not received any other offers  
26 for the Vehicle. The Trustee has considered (1) the potential fair market value of the  
27 Vehicle, (2) the Debtors' claimed exemptions and (3) costs of selling the Vehicle on the  
28 open market. Based thereon, the Trustee believes that the proposed assignment of the

1 Estate's right, title, and interest in and to the Vehicle to the Debtors for \$6,000 will  
2 maximize the value of the Estate's interest in the Vehicle.

3 **II. STATEMENT OF FACTS**

4 **A. Procedural History**

5 On December 2, 2013, the Debtors filed a voluntary petition for relief under  
6 Chapter 7 of the Bankruptcy Code and related schedules in the United States Bankruptcy  
7 Court for the Central District of California. Mastan Decl., ¶ 3. The Trustee was  
8 appointed to administer the Estate. Mastan Decl., ¶ 1.

9 **B. The Vehicle**

10 Schedule B identifies the Vehicle with a stated value of \$8,000. Ex. 2.  
11 Schedule C claims an exemption in the Vehicle in the amount of \$2,900. *Id.* Schedule D  
12 lists no liens against the Vehicle. *Id.*

13 Edmunds.com listed a 2010 Chevy Malibu at approximately \$8,961. Mastan  
14 Decl., ¶ 5.

15 The Trustee negotiated with the Debtors, through their counsel, for their  
16 acquisition of the Estate's right, title, and interest in the Vehicle for \$6,000, subject to  
17 Bankruptcy Court approval and overbid. Mastan Decl., ¶ 2.

18 **III. SUMMARY OF ASSIGNMENT AGREEMENT**

19 Subject to Bankruptcy Court approval and overbid, and on the terms set forth in  
20 Exhibit 1, the Trustee intends to assign to the Debtors the Estate's right, title, and interest  
21 in and to the Vehicle. The proposed assignment will be on an "AS IS" and "WHERE IS"  
22 basis, and subject to all existing liens, if any. In return for the assignment, the Debtors  
23 will pay to the Estate \$6,000, \$2,000 of which they have already paid.

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

26 ///

27 ///

28 ///

1 **IV. THE COURT SHOULD AUTHORIZE THE TRUSTEE TO SELL THE**  
2 **ESTATE'S INTEREST IN THE VEHICLE TO THE DEBTORS 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 Debtors for \$6,000 is reasonable and in the best  
26 interests of the Estate.

27 ///

28 ///

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 \$6,061 interest in the  
11 Vehicle (i.e., the value placed on the Vehicle by Edmunds.com less Debtors' claimed  
12 exemptions of \$2,900). Mastan Decl. ¶ 5. Taking into account costs of sale  
13 (approximately \$1,000) and other expenses to administer the Vehicle, the Trustee  
14 believes that assigning the Estate's interest in the Vehicle to the Debtors for \$6,000 would  
15 minimize his administrative costs and maximize the Estate's interest for the benefit of the  
16 creditors to the Estate. Mastan Decl., ¶ 6.

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

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

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

24           The Trustee negotiated the terms of the Assignment Agreement with the Debtors  
25 in order to obtain a reasonable value for the Estate's interest in the Vehicle. Given the  
26 information provided by Edmunds.com, Debtors' claimed exemptions in the Vehicle, and  
27 taking into account costs of sale and administration of the Vehicle, the sale price is fair  
28 and reasonable. Mastan Decl. ¶ 6.

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  
8 in 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 Debtors, which consist of the Debtor and the Joint Debtor, are not  
19 related to the Trustee. Mastan Decl. ¶ 2.

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

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

27 ///

28 ///

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.

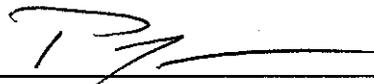
6 The Trustee requests that the Court "order otherwise" here and waive that stay.

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: June 3, 2014

Respectfully submitted,  
CHAPTER 7 TRUSTEE

12  
13  
14 By:   
15 Peter J. Mastan  
16 Chapter 7 Trustee of the Bankruptcy  
17 Estate of Rafael Ramirez and  
18 Julia Ramirez  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DECLARATION OF PETER J. MASTAN

I, PETER J. MASTAN, declare:

1. I am the Chapter 7 trustee of the bankruptcy estate (the "Estate") of Rafael Ramirez and Julia Ramirez (the "Debtors"). As a result, except as expressly stated as matters of judicial notice, I have personal knowledge of the facts set forth below and could and would competently testify under oath thereto if requested to do so.

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

3. The Court may take judicial notice that on December 2, 2013, the Debtors filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code and all related schedules.

4. **Exhibit 2** is a copy of Schedules B, C and D as filed by the Debtors.

5. In preparation for the Debtors' 341(a) Meeting of Creditors, my office checked Edmunds.com, which valued the Vehicle at \$8,961.

6. After considering (1) the approximate value of the Vehicle, (2) the Debtors' claimed exemptions, (3) the lack of any liens against the Vehicle, and (4) costs of retrieval, storage and sale of the Vehicle, which I estimate to be \$1,000, I believe that it is in the best interests of the Estate to sell the Estate's interest in the Vehicle to the Debtors for a total of \$6,000, subject to overbid, and that the sale price is fair and reasonable.

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



PETER J. MASTAN

**ORIGINAL**

**ASSIGNMENT AGREEMENT**

Subject to Bankruptcy Court approval, this Agreement (“Agreement”) is made and entered into by and between: (1) Rafael Ramirez and Julia Ramirez (“Debtors”); and (2) Peter J. Mastan in his capacity as trustee (the “Trustee”) of the bankruptcy estate (“Estate”) of Rafael Ramirez and Julia Ramirez in the bankruptcy case entitled *In re Rafael Ramirez and Julia Ramirez*, Bk. Case No. 2:13-bk-38496-BR (the “Ramirez Case”), pending in the United States Bankruptcy Court for the Central District of California.

**RECITALS**

A. On December 2, 2013, Debtors filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code. At that time, Debtors filed the Schedules of Assets and Liabilities (the “Schedules”) attached as **Exhibit 1**.

B. Peter J. Mastan was appointed as the Trustee of the Estate.

C. Debtors desire to acquire the Estate’s interest (the “Estate’s Interest”), if any, in and to the vehicle described as a 2010 Chevy Malibu, VIN #1G1ZD5E79A4157432 (the “Vehicle”), subject to all encumbrances, liens, and restrictions thereon, and Trustee desires to assign to Debtors 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.

D. 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 Ramirez Case.

///

///

///

///

**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 D 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 Debtors. If the Trustee terminates his attempt to obtain the Approval Order pursuant to this ¶ 2.2, then the Trustee shall return to Debtors 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 Debtors are good faith purchasers 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 Debtors fail to timely perform any act required of them under ¶ 3 of this Agreement, the Trustee shall have no obligation to seek approval of this Agreement.

2.3 Debtors agree to cooperate with and perform all acts requested by the Trustee and to obtain entry of the Approval Order. In particular, but without limitation, Debtors 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 Debtors shall pay a total of \$6,000 (the "Assignment Price") for the Estate's interest in the Vehicle. The Assignment Price shall be paid as follows:

a. Contemporaneously with Debtors' execution and delivery to the Trustee of this Agreement, Debtors shall deliver to the Trustee a cashier's or bank check payable to "Peter J. Mastan, Trustee" in the amount \$1,000 (the "Down Payment") representing immediately available funds that are not subject to the liens, claims, or interests of any third party. The Down Payment shall be delivered to the Trustee in care of Gumport | Mastan, 550 S. Hope Street, Suite 1765, Los Angeles, CA 90071.

b. Beginning on the first day of the month immediately following the entry of the Approval order, and on or before the first day of each consecutive month thereafter, the Debtors shall deliver to the Trustee a

cashier's or bank check payable to "Peter J. Mastan, Trustee" in the amount of \$1,000.00 ("Monthly Payment") representing immediately available funds that are not subject to the liens, claims, or interests of any third party until the full Assignment Price is paid in full. Each Monthly 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 all payments of the full Assignment Price 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 Debtors.

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

3.4 In the event of any default by the Debtors under this Agreement, then the Trustee shall be entitled to obtain (and Debtors agree that the Trustee may obtain) on *ex parte* motion an order requiring the Debtors 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 Debtors to the Estate) to the exclusion of the Debtors.

3.5 Upon signing this Agreement, the Debtors irrevocably waive any right that Debtors may otherwise have to amend their claimed exemptions in the Vehicle and, once the Payment/Assignment Price becomes property of the Estate pursuant to ¶ 2.2 above, Debtors 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 Debtors 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 Debtors under this Agreement (i.e., the initial overbid must be in an amount not less than \$7,000 plus the amount of Debtors' 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 Debtors' 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 Debtors to the Trustee as set forth in Paragraph 5 below.

///

///

5.

**EXHIBIT 1**

00017

**5. Debtors' Acknowledgments**

Debtors hereby acknowledge 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) **Debtors (or successful overbidder, as the case may be) are familiar with the Estate's Interest in the Vehicle and Debtors have had the opportunity to inspect and conduct their own due diligence with respect to the Estate's Interest in the Vehicle prior to entering into this Agreement.**

(c) **Debtors (or successful overbidder, as the case may be) have had the opportunity to consult with legal counsel of their choice concerning this Agreement, including the meaning of the terms thereof and agree to be bound to those terms.**

**6. Insurance/Turnover**

**6.1** Debtors represent and warrant to the Trustee, which representation and warranty Debtors acknowledge that the Trustee is relying upon in entering into this Agreement, that they have 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. Debtors agree 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 Debtors' 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 Debtors fail to maintain such insurance or fail 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 Debtors agree that the Trustee may obtain) on *ex parte* motion an order requiring the Debtors 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 Debtors to the Estate) to the exclusion of the Debtors.

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 Debtors. 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 90071-2604.

**To Debtors:** Rafael Ramirez  
Julia Ramirez  
13808 Chadron Ave.  
Hawthorne, CA 90250

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: 4/23, 2014

CHAPTER 7 TRUSTEE

By:   
Peter J. Mastan  
Chapter 7 Trustee of the Bankruptcy  
Estate of Rafael Ramirez and  
Julia Ramirez

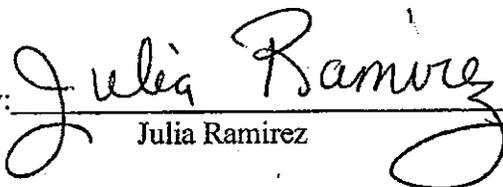
Dated: 4-14, 2014

DEBTOR

By:   
Rafael Ramirez

Dated: 4-14, 2014

JOINT DEBTOR

By:   
Julia Ramirez

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

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

In re **Rafael Ramirez,  
Julia Ramirez**

Debtors

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	290,000.00		
B - Personal Property	Yes	3	28,800.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		165,043.43	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	2		23,900.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			3,002.00
J - Current Expenditures of Individual Debtor(s)	Yes	2			3,149.17
Total Number of Sheets of ALL Schedules		14			
			Total Assets	318,800.00	
			Total Liabilities	188,943.43	

Form 6 - Statistical Summary (12/07)

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

In re Rafael Ramirez,  
Julia Ramirez

Debtors

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)	0.00
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
<b>TOTAL</b>	<b>0.00</b>

State the following:

Average Income (from Schedule I, Line 16)	3,002.00
Average Expenses (from Schedule J, Line 18)	3,149.17
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	147.00

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		4,112.43
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	0.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		23,900.00
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		28,012.43

**EXHIBIT I**

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors

**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
Single Family Residence 13808 Chadron Ave Hawthorne, CA 90250 (2 Beds & 1 Bath)	community property	C	290,000.00	145,931.00

Sub-Total > 290,000.00 (Total of this page)

Total > 290,000.00

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors

**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.		Kinecta Credit Union checking, Savings	C	650.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		general furniture	C	3,850.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		clothing	C	900.00
7. Furs and jewelry.		jewelry	C	400.00
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.	X			
10. Annuities. Itemize and name each issuer.	X			
Sub-Total >				5,800.00
(Total of this page)				

2 continuation sheets attached to the Schedule of Personal Property

**EXHIBIT 1**

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors  
**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.	X			
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.	X			
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 >	0.00
			(Total of this page)	

Sheet 1 of 2 continuation sheets attached to the Schedule of Personal Property

EXHIBIT 1

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors  
**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.		2010 Chevy Malibu 42,000 miles	C	8,000.00
		2013 Hyundai Sonata	C	15,000.00
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			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total >	23,000.00
(Total of this page)	
Total >	28,800.00
(Report also on Summary of Schedules)	

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

EXHIBIT 1

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors

**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT**

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> Single Family Residence 13808 Chadron Ave Hawthorne, CA 90250 (2 Beds & 1 Bath)	C.C.P. § 704.730	175,000.00	290,000.00
<b>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</b> Kinecta Credit Union checking, Savings	C.C.P. § 704.070	650.00	650.00
<b>Household Goods and Furnishings</b> general furniture	C.C.P. § 704.020	3,850.00	3,850.00
<b>Wearing Apparel</b> clothing	C.C.P. § 704.020	900.00	900.00
<b>Furs and Jewelry</b> jewelry	C.C.P. § 704.040	400.00	400.00
<b>Automobiles, Trucks, Trailers, and Other Vehicles</b> 2010 Chevy Malibu 42,000 miles	C.C.P. § 704.010	2,900.00	8,000.00

Total: 183,700.00 303,800.00

0 continuation sheets attached to Schedule of Property Claimed as Exempt

Software Copyright (c) 1996-2013 - Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

**EXHIBIT 1**

00029

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors

**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					
Account No. xxxxxxxx20-01										
Kinecta Fed Cu P.o.Box 10003 Manhattan Beach, CA 90267					C					
Account No. xxxxxx5717										
Kinecta Federal Credit Union P.O. Box 91210 City Of Industry, CA 91715					C					
Account No.										
Account No.										
Subtotal (Total of this page)								165,043.43	4,112.43	
Total (Report on Summary of Schedules)								165,043.43	4,112.43	

0 continuation sheets attached

86E (Official Form 6E) (4/13)

In re **Rafael Ramirez,  
Julia Ramirez**

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

**Debtors**

**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.

0 continuation sheets attached

**EXHIBIT 1**

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors

**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.)	Husband, Wife, Joint, or Community				CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
	C	W	J	H				
Account No. xxxxxxxx1030  Brand Bank/Green Sky/THD 1797 N East Expy NE Atlanta, GA 30329				C				9,100.00
Account No. xxxxxxxx5003  Capital One P.o.Box 30281 Salt Lake City, UT 84130				C				1,500.00
Account No. xxxxxxxx4970  GECRB/Care Credit c/o Po Box 965036 Orlando, FL 32896				C				1,800.00
Account No. xxxxxxxx0902  GECRB/Chevron P.o.Box 965015 Orlando, FL 32896				C				10,300.00
Subtotal (Total of this page)								22,700.00

1 continuation sheets attached

**EXHIBIT 1**

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors  
**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 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	
		H W J C						
Account No. xxxxxx0003  Kinnecta Federal Credit Union Po Box 10003 Manhattan Beach, CA 90267							1,200.00	
Account No.								
Account No.								
Account No.								
Account No.								
Sheet no. <u>1</u> of <u>1</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	1,200.00
							Total (Report on Summary of Schedules)	23,900.00

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors

**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 **Rafael Ramirez,  
Julia Ramirez**

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

Debtors

**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**

B61 (Official Form 61) (12/07)

Rafael Ramirez

In re Julia Ramirez

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:		DEPENDENTS OF DEBTOR AND SPOUSE	
<b>Married</b>		RELATIONSHIP(S): <b>None.</b>	AGE(S):
Employment:		DEBTOR	SPOUSE
Occupation		<b>Retired</b>	<b>Retired</b>
Name of Employer			
How long employed		<b>1 Yr.</b>	<b>6 months</b>
Address of Employer			

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

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)

2. Estimate monthly overtime

	DEBTOR	SPOUSE
\$	<u>0.00</u>	<u>0.00</u>
\$	<u>0.00</u>	<u>0.00</u>
<b>3. SUBTOTAL</b>	<b>\$ <u>0.00</u></b>	<b>\$ <u>0.00</u></b>

4. LESS PAYROLL DEDUCTIONS

a. Payroll taxes and social security

b. Insurance

c. Union dues

d. Other (Specify): \_\_\_\_\_

\$	<u>0.00</u>	\$	<u>0.00</u>
\$	<u>0.00</u>	\$	<u>0.00</u>
\$	<u>0.00</u>	\$	<u>0.00</u>
\$	<u>0.00</u>	\$	<u>0.00</u>
\$	<u>0.00</u>	\$	<u>0.00</u>

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$	<u>0.00</u>	\$	<u>0.00</u>
----	-------------	----	-------------

6. TOTAL NET MONTHLY TAKE HOME PAY

\$	<u>0.00</u>	\$	<u>0.00</u>
----	-------------	----	-------------

7. Regular income from operation of business or profession or farm (Attach detailed statement)

8. Income from real property

9. Interest and dividends

10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above

11. Social security or government assistance

(Specify): Social Security Benefits

\$	<u>0.00</u>	\$	<u>0.00</u>
\$	<u>0.00</u>	\$	<u>0.00</u>
\$	<u>0.00</u>	\$	<u>0.00</u>
\$	<u>0.00</u>	\$	<u>0.00</u>

\$	<u>1,548.00</u>	\$	<u>1,307.00</u>
----	-----------------	----	-----------------

\$	<u>0.00</u>	\$	<u>0.00</u>
----	-------------	----	-------------

12. Pension or retirement income

13. Other monthly income

(Specify): \_\_\_\_\_

\$	<u>147.00</u>	\$	<u>0.00</u>
----	---------------	----	-------------

\$	<u>0.00</u>	\$	<u>0.00</u>
----	-------------	----	-------------

\$	<u>0.00</u>	\$	<u>0.00</u>
----	-------------	----	-------------

14. SUBTOTAL OF LINES 7 THROUGH 13

\$	<u>1,695.00</u>	\$	<u>1,307.00</u>
----	-----------------	----	-----------------

15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$	<u>1,695.00</u>	\$	<u>1,307.00</u>
----	-----------------	----	-----------------

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

\$	<u>3,002.00</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

00036

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

Rafael Ramirez

In re Julia Ramirez

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>1,215.58</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>35.00</u>
a. Electricity and heating fuel		\$	<u>52.00</u>
b. Water and sewer		\$	<u>95.00</u>
c. Telephone		\$	<u>91.00</u>
d. Other <u>See Detailed Expense Attachment</u>		\$	<u>0.00</u>
3. Home maintenance (repairs and upkeep)		\$	<u>500.00</u>
4. Food		\$	<u>90.00</u>
5. Clothing		\$	<u>60.00</u>
6. Laundry and dry cleaning		\$	<u>50.00</u>
7. Medical and dental expenses		\$	<u>360.00</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>0.00</u>
b. Life		\$	<u>0.00</u>
c. Health		\$	<u>0.00</u>
d. Auto		\$	<u>203.59</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>307.00</u>
a. Auto		\$	<u>0.00</u>
b. Other _____		\$	<u>0.00</u>
c. Other _____		\$	<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>0.00</u>
Other _____		\$	<u>0.00</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.) \$ 3,149.17

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

I don't anticipate any decrease or increase in my expenses

20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I	\$	<u>3,002.00</u>
b. Average monthly expenses from Line 18 above	\$	<u>3,149.17</u>
c. Monthly net income (a. minus b.)	\$	<u>-147.17</u>

EXHIBIT 1

00037

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

Rafael Ramirez

In re Julia Ramirez

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

Debtor(s)

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

**Detailed Expense Attachment**

**Other Utility Expenditures:**

<b>Gas</b>	\$	<b>19.00</b>
<b>Cell phone</b>	\$	<b>50.00</b>
<b>Trash</b>	\$	<b>22.00</b>
<b>Total Other Utility Expenditures</b>	\$	<b>91.00</b>

**EXHIBIT 1**

00038

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

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

In re Rafael Ramirez  
Julia Ramirez

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 16 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date November 29, 2013

Signature /s/ Rafael Ramirez  
Rafael Ramirez  
Debtor

Date November 29, 2013

Signature /s/ Julia Ramirez  
Julia Ramirez  
Joint 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.

B7 (Official Form 7) (04/13)

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

In re Rafael Ramirez  
Julia Ramirez

Debtor(s)

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

Chapter 7

**STATEMENT OF FINANCIAL AFFAIRS**

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, 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; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

**DEFINITIONS**

**"In business."** A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

**"Insider."** The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

**1. Income from employment or operation of business**

None  State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT SOURCE

**2. Income other than from employment or operation of business**

None  State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$27,018.00	2013 YTD: Both Pension and Social Security Benefits
\$4,653.00	2012: Both Pension and Social Security Benefits
\$28,733.00	2011: Both Pension and Social Security Benefits

B7 (Official Form 7) (04/13)

2

**3. Payments to creditors**

None  Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
------------------------------	-------------------	-------------	--------------------

None  b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225\*. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
------------------------------	---------------------------------	---	--------------------

None  c. *All debtors:* List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
--	-----------------	-------------	--------------------

**4. Suits and administrative proceedings, executions, garnishments and attachments**

None  a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
---------------------------------	----------------------	------------------------------	-----------------------

None  b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
---	-----------------	--------------------------------------

\* 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.

**EXHIBIT 1**

B7 (Official Form 7) (04/13)

3

**5. Repossessions, foreclosures and returns**

None  List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
--	--	-----------------------------------

**6. Assignments and receiverships**

None  a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
------------------------------	--------------------	-----------------------------------

None  b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
-------------------------------	--	---------------	-----------------------------------

**7. Gifts**

None  List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
--	--------------------------------	--------------	-------------------------------

**8. Losses**

None  List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
-----------------------------------	--	--------------

**9. Payments related to debt counseling or bankruptcy**

None  List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Law Offices of Colmenares & Tomilowitz 1321 Post Ave. Suite 201 Torrance, CA 90501	10-18-2013	\$1450.00

B7 (Official Form 7) (04/13)

4

**10. Other transfers**

- None  a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
---	------	---

- None  b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
----------------------------------	---------------------------	---

**11. Closed financial accounts**

- None  List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
---------------------------------	--	---------------------------------------

**12. Safe deposit boxes**

- None  List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
---	---	----------------------------	--

**13. Setoffs**

- None  List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
------------------------------	----------------	------------------

**14. Property held for another person**

- None  List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
---------------------------	-----------------------------------	----------------------

B7 (Official Form 7) (04/13)

5

**15. Prior address of debtor**

- None  If the debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS NAME USED DATES OF OCCUPANCY

**16. Spouses and Former Spouses**

- None  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 eight years 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.

NAME

**17. Environmental Information.**

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None  a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

- None  b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

- None  c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
---------------------------------------	---------------	-----------------------

B7 (Official Form 7) (04/13)

6

18. Nature, location and name of business

None a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN ADDRESS NATURE OF BUSINESS BEGINNING AND ENDING DATES

None b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None a. List all bookkeepers and accountants who within two years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS DATES SERVICES RENDERED

None b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME ADDRESS DATES SERVICES RENDERED

None c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME ADDRESS

None d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within two years immediately preceding the commencement of this case.

NAME AND ADDRESS DATE ISSUED

B7 (Official Form 7) (04/13)

7

**20. Inventories**

None  a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
-------------------	----------------------	---

None  b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
-------------------	--

**21. Current Partners, Officers, Directors and Shareholders**

None  a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
------------------	--------------------	------------------------

None  b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
------------------	-------	--

**22. Former partners, officers, directors and shareholders**

None  a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
------	---------	--------------------

None  b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
------------------	-------	---------------------

**23. Withdrawals from a partnership or distributions by a corporation**

None  If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
---	--------------------------------	--

**24. Tax Consolidation Group.**

None  If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within six years immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------------	--------------------------------------

B7 (Official Form 7) (04/13)

8

**25. Pension Funds.**

None  If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

\*\*\*\*\*

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

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date November 29, 2013

Signature /s/ Rafael Ramirez  
Rafael Ramirez  
Debtor

Date November 29, 2013

Signature /s/ Julia Ramirez  
Julia Ramirez  
Joint Debtor

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

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors

**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.		<b>Kinecta Credit Union checking, Savings</b>	<b>C</b>	<b>650.00</b>
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		<b>general furniture</b>	<b>C</b>	<b>3,850.00</b>
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		<b>clothing</b>	<b>C</b>	<b>900.00</b>
7. Furs and jewelry.		<b>jewelry</b>	<b>C</b>	<b>400.00</b>
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.	X			
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > **5,800.00**  
(Total of this page)

2 continuation sheets attached to the Schedule of Personal Property

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors

**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.	X			
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.	X			
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 > **0.00**  
(Total of this page)

Sheet 1 of 2 continuation sheets attached  
to the Schedule of Personal Property

**EXHIBIT 2**

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors

**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
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>2010 Chevy Malibu 42,000 miles</b>	<b>C</b>	<b>8,000.00</b>
		<b>2013 Hyundai Sonata</b>	<b>C</b>	<b>15,000.00</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			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **23,000.00**  
(Total of this page)  
Total > **28,800.00**

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

(Report also on Summary of Schedules)

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors

**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT**

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>			
Single Family Residence 13808 Chadron Ave Hawthorne, CA 90250 (2 Beds & 1 Bath)	C.C.P. § 704.730	175,000.00	290,000.00
<b>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</b>			
Kinecta Credit Union checking, Savings	C.C.P. § 704.070	650.00	650.00
<b>Household Goods and Furnishings</b>			
general furniture	C.C.P. § 704.020	3,850.00	3,850.00
<b>Wearing Apparel</b>			
clothing	C.C.P. § 704.020	900.00	900.00
<b>Furs and Jewelry</b>			
jewelry	C.C.P. § 704.040	400.00	400.00
<b>Automobiles, Trucks, Trailers, and Other Vehicles</b>			
2010 Chevy Malibu 42,000 miles	C.C.P. § 704.010	2,900.00	8,000.00

Total: **183,700.00** **303,800.00**

0 continuation sheets attached to Schedule of Property Claimed as Exempt

**EXHIBIT 2**

00051

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

In re **Rafael Ramirez,  
Julia Ramirez**

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

Debtors

**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.)	Husband, Wife, Joint, or Community				CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
	C	H	W	J					
Account No. xxxxxxxx20-01									
<b>Kinecta Fed Cu P.o.Box 10003 Manhattan Beach, CA 90267</b>	<b>C</b>								
		<b>DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN</b>							
		<b>security agreement</b>							
		<b>2013 Hyundai Sonata</b>							
								<b>19,112.43</b>	<b>4,112.43</b>
		Value \$ <b>15,000.00</b>							
Account No. xxxxxx5717									
<b>Kinecta Federal Credit Union P.O. Box 91210 City Of Industry, CA 91715</b>	<b>C</b>								
		<b>03-2013</b>							
		<b>First Mortgage</b>							
		<b>Single Family Residence</b>							
		<b>13808 Chadron Ave</b>							
		<b>Hawthorne, CA 90250</b>							
		<b>(2 Beds &amp; 1 Bath)</b>							
								<b>145,931.00</b>	<b>0.00</b>
		Value \$ <b>290,000.00</b>							
Account No.									
		Value \$							
Account No.									
		Value \$							
Subtotal (Total of this page)								<b>165,043.43</b>	<b>4,112.43</b>
Total (Report on Summary of Schedules)								<b>165,043.43</b>	<b>4,112.43</b>

0 continuation sheets attached

**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 **June 3, 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:

- **Michael H Colmenares** mhccandm@aol.com, solucioneslegale@aol.com
- **Leslie M Klott** bankruptcy@zievelaw.com, lklott@zievelaw.com
- **Peter J Mastan (TR)** pmastan@gumportlaw.com, pmastan@ecf.epiqsystems.com
- **United States Trustee (LA)** ustpregron16.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 **June 3, 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. Barry Russell  
United States Bankruptcy Court  
Edward R. Roybal Federal  
Building and Courthouse  
255 E. Temple Street, Suite 1660  
Los Angeles, CA 90012

**DEBTORS**

Rafael Ramirez  
Julia Ramirez  
13808 Chadron Ave.  
Hawthorne, CA 90250

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

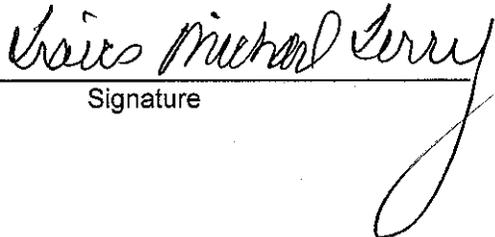
**III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **June 3, 2014** I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing 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.

**June 3, 2014**  
Date

**TRAVIS MICHAEL TERRY**  
Type name

  
Signature