Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address

Elissa D. Miller
millertrustee@sulmeyerlaw.com
333 South Hope Street, Thirty-Fifth Floor
Los Angeles, California 90071
Telephone: 213.626.2311
Facsimile: 213.629.4520

☐ *Individual appearing without attorney*
☒ *Chapter 7 Trustee*

FOR COURT USE ONLY

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

In re:
ROSALVA LUA,

Debtor(s).

CASE NO.: 2:11-bk-41173-DS
CHAPTER: 7

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: September 30, 2014	**Time:** 10:00 a.m.
Location: U.S. Bankruptcy Court, Courtroom 1339, 255 East Temple Street, Los Angeles, CA 90012	

Type of Sale: ☒ Public ☐ Private **Last date to file objections**: September 16, 2014

Description of property to be sold: 2044 Pennywood Place, Pomona, California APN 8318-013-034

Terms and conditions of sale: See Attached Overbid Terms and Procedures

Proposed sale price: $265,000.00

Overbid procedure (*if any*): See Attached Overbid Terms and Procedures

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

September 30, 2014
10:00 a.m.
U.S. Bankruptcy Court
Courtroom 1339
255 East Temple Street
Los Angeles, California 90012

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

Elissa D. Miller, Chapter 7 Trustee
millertrustee@sulmeyerlaw.com
333 South Hope Street, Thirty-Fifth Floor
Los Angeles, California 90012
Telephone: 213.626.2311
Facsimile: 213.629.4520

Date: September 4, 2014

OVERBID TERMS AND PROCEDURES

Eligibility/Qualifications to Make Competing Bids. A party may submit an overbid (a "Qualified Overbid") at the hearing, and will be deemed a qualified bidder ("Qualified Bidder"), only if such party has tendered the following to the Trustee at the hearing on the Motion, prior to making an initial bid:

1. The proposed Sale to the Buyer is subject to approval of the United States Bankruptcy Court and to qualified overbids, and any person or entity desiring to submit an overbid must submit to the Trustee prior to the hearing at which the overbid is made (a) a cashier's check, made payable to "Elissa D. Miller, Chapter 7 Trustee" in the amount of $8,800.00 (the "Deposit"), and (b) evidence of the financial wherewithal to close the contemplated sale, acceptable to the Trustee, in her sole discretion. The Deposit represents approximately three percent (3%) of $270,000.00, which sum represents the initial sales price plus the $5,000.00 initial overbid amount. The Deposit shall not be refundable if the successful overbidder is thereafter unable or unwilling to complete the purchase of the Property.

2. As noted, subject to Court approval, the Trustee recommends the first overbid be in the amount of $270,000.00, cash, which is $5,000.00 higher than the initial sales price of $265,000.00. Overbids shall be made in minimal increments of $2,500.00 thereafter such that the next highest minimum overbid would need to be an amount no less than $272,500.00. All due diligence is to be completed prior to the hearing as the Sale is on an "as is, where is" basis with no warranties, representations, recourse, or contingencies of any kind. Each party, including the Buyer, must pay the full amount of the successful overbid to the Trustee within the terms and conditions set forth in the escrow documents or otherwise within 10 days from the date the Order approving the Motion becomes a final order. In the event that the successful bidder cannot make such payment within that time, the Trustee shall be authorized to accept the offer made by the second highest overbidder. The Trustee reserves the right to reject any and all overbids that, in his business judgment, are insufficient.

3. Evidence reasonably satisfactory to the Trustee that the Qualified Bidder has the financial and other ability to consummate a sale of the Property by the date and on the terms and conditions no less favorable to the Trustee than as contemplated by the Written Offer between Trustee and the Buyer (examples of such evidence include, without limitation, a current bank statement).

Auction. If the Trustee has received a higher and better offer (as determined by the Trustee in her sole discretion) than the offer submitted by the Buyer from a Qualified Bidder, an auction will be conducted at the hearing on the Motion, either in the courtroom or elsewhere, as ordered by the Court. At the commencement of the auction, the Trustee will announce the opening bid, which will be the Qualified Overbid (if any) that the Trustee determines, in its sole discretion, is the highest and best Qualified Overbid. During the auction, any participant (namely, either the Buyer or a Qualified Bidder) may increase his/her/its bid by another bid that provides for consideration that exceeds the then highest bid in an increment of no less than $2,500.00.

Should the Buyer or a Qualified Bidder submit an overbid that is ultimately not deemed to be the successful final overbid for the Property, any such party may agree that its last overbid may be deemed a back-up bid ("Back-Up Bid") should the successful bidder fail to timely close escrow. If such party so agrees, it shall be deemed a "Back-Up Bidder" and the following shall apply:

The deposit of the Back-Up Bidder (the "Back-Up Deposit") shall be retained by the Trustee pending closing of the sale to the successful bidder. Should the sale to the successful bidder close, the Back-Up Deposit will be returned.

Should the sale to the successful bidder fail to close, the Back-Up Bidder will be notified by the Trustee, after which the Back-Up Bidder will have ten (10) days to close escrow in accordance with its Back-Up Bid.

Should the Back-Up Bidder fail to timely consummate the purchase of the Property, the Trustee shall retain for the benefit of the estate as liquidated damages for such failure, the $8,800.00 deposit tendered to the Trustee in connection with its Qualified Overbid, which deposit shall be retained free and clear of any and all claims and interests.

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: 333 South Hope Street, Thirty-Fifth Floor, Los Angeles, California 90071

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

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) September 4, 2014, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

• Bruce R Fink — Rosalva Lua	bruce@brucefinklaw.com BruceRFinkEsq@gmail.com
• Kevin S Lacey —Elissa Miller (TR)	klacey@lddlaw.net kevinlacey@tilemlaw.com mstickney@lddlaw.net malissamurguia@tilemlaw.com dianachau@tilemlaw.com joanfidelson@tilemlaw.com
• Sylvia Lew —Elissa Miller (TR)	Sylvialew@tilemlaw.com malissamurguia@tilemlaw.com dianachau@tilemlaw.com joanfidelson@tilemlaw.com SylviaLew@ecf.inforuptcy.com JoanFidelson@ecf.inforuptcy.com
• Elissa Miller (TR)	CA71@ecfcbis.com MillerTrustee@Sulmeyerlaw.com C124@ecfcbis.com
• David A Tilem — Elissa Miller (TR)	davidtilem@tilemlaw.com DavidTilem@ecf.inforuptcy.com malissamurguia@tilemlaw.com dianachau@tilemlaw.com joanfidelson@tilemlaw.com JoanFidelson@ecf.inforuptcy.com
• United States Trustee (LA)	ustpregion16.la.ecf@usdoj.gov
• Barry R Wegman —Elissa Miller (TR)	brweg@sbcglobal.net

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:
On (*date*) September 4, 2014, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor
Rosalva Lua
2044 Pennywood Place
Pomona, CA 91767

Rigoberto Luna
2044 Pennywood Place
Pomona, CA 91767-3440

Potential Overbidder
Mario A. Corona
714 N. Orange Avenue
West Covina, CA 917901101

Tax Payer: Rigoberto Lua
State of California Franchise Tax Board
Lien Program MS A456
PO Box 2952
Sacramento, CA 95827-2952

Judgment Debtor: Honorio Alexjandro Lua aka Rigoberto Lua
Judgment Creditor: Time Finance Company, a California corporation
William N. Elder, Jr., Esq.
3818 E. La Palma Avenue
Anaheim, CA 92807

Judgment Debtor: Rigoberto Lua Jr.
Judgment Creditor: County of Los Angeles
Lisa M. Garret, Chief Attorney
Child Support Services Department
2934 E. Garvey Avenue, South, Suite 100
West Covina, CA 91791-2180

Judgment Debtor: Rigoberto Lua
Judgment Creditor: LVNV Funding LLC
Erica L. Brachfeld, Esq.
Law Offices of Brachfeld & Associates, PC
20300 S. Vermont Avenue, Suite 120
Torrance, CA 90502-1338

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) September 4, 2014, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Attorneys for Rigoberto Lua
Law Offices of Cicely T. Ray
3622 Jurupa Avenue
Riverside, CA 92506
Via email: cicelyray@aol.com

Potential Overbidder
Randy Rogers
Aaron Gomez
INC Real Estate Corporation
2651 E Chapman Ave., #201,
Fullerton, CA 92831
Via email: aaron@increalestatecorp.com

Potential Overbidder
Helvetica REO Investors 19, LP
Tammy Faecher
Keller Williams Palos Verde Realty
550 Deep Valley Drive
Rolling Hills Estate, CA 90274
Via email: tamfaecher@aol.com

Potential Overbidder
Randy Rogers
Aaron Gomez
INC Real Estate Corporation
2651 E Chapman Ave., #201
Fullerton, CA 92831
Via email: aaron@increalestatecorp.com

Potential Overbidder
Liliana Salgado & Patricinio Castaneda
Victor Soto
Century 21 Powerhouse Realty
3452 E Florence Avenue
Huntington Park, CA 90255
Via email: rwcteamsoto@yahoo.com

Potential Overbidder
Javier Lopez
Sylvestre Madrigal, Jr.
Keller Williams Pacific
2883 E Spring Street
Long Beach, CA 90241
Via email: wowreservcices@kw.com

Potential Overbidder
Chao Hong Lin
Wendy Chen We
IRN Realty
556 W Las Tunas Drive, #103
Arcadia, CA 91007
Via email: wendy16208@yahoo.com

Potential Overbidder
Luis F. Calderon
Maria Terry Clifton
Century 21 King
8338 Day Creek Blvd., #101
Rancho Cucamonga, CA 91739
Via email terryc21@gmail.com

Potential Overbidder
Basilio Raygoza
Adrie-Marie Huezo
Major League Real Estate
3591 Doral Street
La Verne, CA 91750
Via email: majorleaguerealtor@gmail.com

Potential Overbidder
Randy Rogers
Aaron Gomez
INC Real Estate Corporation
2651 E Chapman Ave., #201
Fullerton, CA 92831
Via email: aaron@increalestatecorp.com

Potential Overbidder
inveSTORE.net, LLC by Iris Veneracion
Lori Carhart
Triple Diamond Realty
442 W Bonita
San Dimas, CA 91773
Via email: LoriLCarhart@yahoo.com

Potential Overbidder
Xiaofeng Guan & Jianguo Chen
Pak To Lam (Kenji)
Handfore Realty Corp
577 S Atlantic Boulevard
Monterey Park, CA 91754
Via email: kenjilam.realtor@gmail.com

Potential Overbidder
Mario Corona
Israel Santamaria
Century 21 Primetime Realtors
9876 Central Avenue
Montclair, CA 91763
Via email: israel.santamaria@century21.com

The Honorable Deborah J. Saltzman
U.S. Bankruptcy Court
Roybal Federal Building
Bin outside of Suite 1334
255 E. Temple Street
Los Angeles, CA 90012-3332
Via personal delivery

☐ Service information continued on attached page

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

09/04/2014	Denise Walker	/s/Denise Walker
Date	*Printed Name*	*Signature*