Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
Peter J. Mastan, Trustee 550 S. Hope St., Suite 1765 Los Angeles, CA 90071 (213) 452-4928 travis@gumportlaw.com ☒ *Individual appearing without attorney* ☐ *Attorney for:*	

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

In re:	CASE NO.: 2:15-bk-10389-ER CHAPTER: 7
MIGUEL A. PROA and MARIA DE LOS ANGELES PROA, Debtor(s).	**NOTICE OF SALE OF ESTATE PROPERTY**

Sale Date: 07/27/2015	**Time:**
Location: 2006 Infinity QX	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 07/27/2015

Description of property to be sold: 2006 Infinity QX

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

Proposed sale price: $ 8,100.00

Overbid procedure (*if any*): Any initial overbid must be at least $9,800 and must be received by Trustee within 17 days after filing of this notice in the form of a cashier's check made payable to Peter J. Mastan, Ch. 7 Trustee [See attached motion for details.]

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: 06/29/2015

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

Peter J. Mastan, Chapter 7 Trustee of the
Bankruptcy Estate of Miguel A. Proa and
Maria De Los Angeles Proa

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re MIGUEL A. PROA and MARIA DE LOS ANGELES PROA, Debtors.	**Bk. No.: 2:15-bk-10389-ER** **CHAPTER 7** **NOTICE OF MOTION AND MOTION TO APPROVE ASSIGNMENT AGREEMENT BETWEEN THE TRUSTEE AND DEBTORS FOR THE TRUSTEE'S CONVEYANCE OF THE ESTATE'S INTEREST IN A 2006 INFINITY QX; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF PETER J. MASTAN; AND EXHIBITS** **[No hearing is Requested or Required]** **DATE:** **TIME:** **PLACE:** **Courtroom 1568** **255 E. Temple Street** **Los Angeles, CA 90012** **[Judge Ernest M. Robles]**

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TO THE DEBTORS, THE OFFICE OF THE UNITED STATES TRUSTEE, ALL POTENTIAL CREDITORS OF THE ESTATE, ALL OTHER INTERESTED PARTIES; AND COUNSEL OF RECORD:

NOTICE IS HEREBY GIVEN that, on June 29, 2015, Peter J. Mastan, Chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Miguel A. Proa and Maria De Los Angeles Proa (the "Debtors"), filed a motion (the "Motion") for an order that does each of the following:

(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 2006 Infinity QX, VIN#5N3AA08A76N805362, (the "Vehicle") for $8,100 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 Motion 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 $9,100, plus Debtors' claimed exemptions of $700);

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

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

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

(e) 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 purchase price at the time of the hearing on the Motion;

(f) 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 and;

(g) 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 the Debtors' offer or the offer of other overbidders.

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

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

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

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

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

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

For Filing With the Court
Clerk's Office
United States Bankruptcy Court
255 E. Temple Street
Los Angeles, California 90012

For Service on Ernest M. Robles, Bankruptcy Judge
Hon. Ernest M. Robles
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal
Building and Courthouse
255 E. Temple Street, Suite 1560
Los Angeles, CA 90012

For Service on the Trustee
Peter J. Mastan, Trustee
550 South Hope Street, Suite 1765
Los Angeles, California 90071-2627

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

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For Service on the Debtors
Rene Lopez De Arenosa, Jr.
8700 Reseda Blvd, Suite 101
Northridge, CA 91324

and

Miguel A. Proa
Maria De Los Angeles Proa
7104 Paseo Del Rio
Bell Gardens, CA 90201

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

DATED: June 29, 2015

Respectfully submitted,

CHAPTER 7 TRUSTEE

By: _____

Peter J. Mastan
Chapter 7 Trustee of the Bankruptcy
Estate of Miguel A. Proa and
Maria De Los Angeles Proa

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Peter J. Mastan, Chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Miguel A. Proa and Maria De Los Angeles Proa (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 2006 Infinity QX, VIN#5N3AA08A76N805362, (the "Vehicle") for $8,100 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 Motion 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 $9,100, plus Debtors' claimed exemptions of $700);

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

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

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

(e) 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 purchase price at the time of the hearing on the Motion;

(f) 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 and;

(g) 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 the Debtors' offer or the offer of other overbidders.

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

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

The Trustee received an offer from the Debtors to acquire the Estate's interest in the Vehicle for a total amount of $8,100 in addition to Debtors' claimed exemptions. The Trustee has not received any other offers for the Vehicle. The Trustee has considered (1) the potential fair market value of the Vehicle, (2) scheduled exemptions, (3) the Debtor's testimony re the absence of any perfected liens and (4) costs of selling the Vehicle on the open market. Based thereon, the Trustee believes that the proposed

assignment of the Estate's right, title, and interest in and to the Vehicle to the Debtors for $8,100 in addition to Debtors' claimed exemptions of $700 will maximize the value of the Estate's interest in the Vehicle.

II. STATEMENT OF FACTS

A. Procedural History

On January 11, 2015, the Debtors filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code and related schedules in the United States Bankruptcy Court for the Central District of California. Mastan Decl., ¶ 3. Shortly thereafter, the Trustee was appointed to administer the Estate. Mastan Decl., ¶ 1.

B. The Vehicle

Schedule B identifies the Vehicle with a stated value of $9,700. Ex. 2. Schedule C reflects a claimed exemption of $700. *Id.* While Schedule D lists a lien against the Vehicle, Joint Debtor testified that although the Debtors had borrowed money to purchase the Vehicle, the lender had not taken a lien against the Vehicle. Mastan Decl., ¶ 6, Ex. 2. In any event, the proposed sale is subject to any existing liens.

The Trustee's office consulted with an auto broker and determined that the value of the Vehicle was between $9,000 and $12,000. Mastan Decl., ¶ 5.

The Trustee negotiated with the Debtors for their acquisition of the Estate's right, title, and interest in the Vehicle for $8,100 in addition to Debtors' claimed exemptions of $700, subject to Bankruptcy Court approval and overbid. Mastan Decl., ¶¶ 2 and 7.

III. SUMMARY OF ASSIGNMENT AGREEMENT

Subject to Bankruptcy Court approval and overbid, and on the terms set forth in **Exhibit 1**, the Trustee intends to assign to the Debtors the Estate's right, title, and interest in and to the Vehicle. The proposed assignment will be on an "AS IS" and "WHERE IS" basis, and subject to all existing liens, if any. In return for the assignment, the Debtors will pay to the Estate (and have already paid to the Estate) $8,100.

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

IV. THE COURT SHOULD AUTHORIZE THE TRUSTEE TO SELL THE ESTATE'S INTEREST IN THE VEHICLE TO THE DEBTORS OR A SUCCESSFUL OVERBIDDER

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

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

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

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

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

Under the totality of the circumstances, the Trustee's sale of the Estate's right, title, and interest in and to the Vehicle to Debtors for $8,100 in addition to their claimed exemptions is reasonable and in the best interests of the Estate.

1. The Sale is Supported by Sound Business Judgment

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

The Trustee has sound business reasons for the proposed assignment of the Estate's interest in the Vehicle. The Estate has an approximate $9,000 to $12,000 interest in the Vehicle (i.e., the value placed on the Vehicle by the auto broker consulted by the Trustee's office). Mastan Decl. ¶ 5. Taking into account claimed exemptions of $700, approximate costs of sale of approximately $2,000 and other expenses to administer the Vehicle, the Trustee believes that assigning the Estate's interest in the Vehicle to the Debtors for $8,100 plus Debtor's claimed exemptions would minimize his administrative costs and maximize the Estate's interest for the benefit of the creditors to the Estate. Mastan Decl., ¶ 7.

2. There is Adequate Notice of the Proposed Assignment

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

3. The Sale Price is Fair and Reasonable

The Trustee negotiated the terms of the Assignment Agreement with the Debtors in order to obtain a reasonable value for the Estate's interest in the Vehicle. Mastan Decl. ¶ 2. Given the information provided by an auto broker and taking into account scheduled exemptions and costs of sale and administration of the Vehicle, the sale price is fair and reasonable. Mastan Decl. ¶ 7.

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

4. The Sale was Negotiated in Good Faith

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

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

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

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

As set forth in the Agreement, the proposed assignment of the Estate's interest in the Vehicle to the Debtors is subject to overbid. The Trustee is prepared to sell the Estate's interest in the Vehicle to the qualified bidder making the best all cash bid. The

Trustee requests that the Court impose the overbid procedure set forth in the Notice of Motion in order to ensure that the Estate's interest in the Vehicle is sold for the best possible price under the circumstances.

V. THE COURT SHOULD WAIVE THE 14-DAY STAY

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

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

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

VI. CONCLUSION

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

DATED: June 29, 2015

Respectfully submitted,

CHAPTER 7 TRUSTEE

By: _____

Peter J. Mastan
Chapter 7 Trustee of the Bankruptcy Estate of Miguel A. Proa and Maria De Los Angeles Proa

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DECLARATION OF PETER J. MASTAN

I, PETER J. MASTAN, declare:

1. I am the Chapter 7 trustee of the bankruptcy estate (the "Estate") of Miguel A. Proa and Maria Del Los Angeles Proa ("Joint Debtor") (collectively, 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 January 11, 2015, the Debtors filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code.

4. The Court may also take judicial notice that Debtors' filed their schedules on January 11, 2015. **Exhibit 2** is a copy of Schedules B, C and D as filed by the Debtors.

5. My office consulted with an auto broker to determine the value of the scheduled 2006 Infinity QX (the "Vehicle"); and determined that the Vehicle was worth approximately $9,000 to $12,000.

6. At the continued 341(a) Meeting of Creditors on May 27, 2105, Joint Debtor testified that while the Debtors had borrowed money to purchase the Vehicle, the lender had not taken a lien against the Vehicle.

7. After considering (1) the approximate value of the Vehicle, (2) the testimony by Joint Debtor re the lack of any perfected liens against the Vehicle, (3) scheduled exemptions of $700, and (4) costs of retrieval, storage and sale of the Vehicle, which I estimate to be at least $2,000, 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 $8,100

plus Debtors' claimed exemptions, 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 29th day of June 2015 at Los Angeles, California.

PETER J. MASTAN

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 550 S. Hope Street, Suite 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 29, 2015**, 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:

- **Rene Lopez De Arenosa** rene_lopez@msn.com
- **Peter J Mastan (TR)** pmastan@gumportlaw.com, pmastan@ecf.epiqsystems.com
- **United States Trustee (LA)** ustpregion16.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 29, 2015** 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. Ernest M. Robles
United States Bankruptcy Court
Edward R. Roybal Federal
Building and Courthouse
255 E. Temple Street, Suite 1560
Los Angeles, CA 90012

DEBTORS
Miguel A. Proa
Mara De Los Angeles Proa
7104 Paseo Del Rio
Bell Gardens, CA 90201

____ 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 29, 2015** 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 29, 2015	**TRAVIS MICHAEL TERRY**	Travis Michael Terry
Date	Type name	Signature