

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.	FOR COURT USE ONLY
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: NATASHA MARIKA SMITH, Debtor(s).	CASE NO.: 2:15-bk-12085-RK CHAPTER: 7 <p style="text-align: center; font-weight: bold; font-size: 1.2em;">NOTICE OF SALE OF ESTATE PROPERTY</p>

Sale Date: 08/20/2015	Time:
Location: Lipo Massage Machine	

Type of Sale: Public Private **Last date to file objections:** 08/20/2015

Description of property to be sold: Lipo Massage Machine

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: \$ 8,000.00

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 \$5,000 plus Debtor's exemptions of \$4,000. Subsequent bids may be made in \$500 increments. Payment in full by cashier's check must be tendered at the hearing, which will be set upon receipt of initial bid by Trustee.

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

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

Peter J. Mastan, Trustee

550 S. Hope St., Suite 1765

Los Angeles, CA 90071

(213) 452-4928

travis@gumportlaw.com

Date: 07/23/2015

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

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 Natasha Marika Smith
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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **LOS ANGELES DIVISION**

11 In re

12 NATASHA MARIKA SMITH,

13 Debtors.
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Bk. No.: 2:15-bk-12085-RK

CHAPTER 7

20 **NOTICE OF MOTION AND MOTION**
21 **TO APPROVE ASSIGNMENT**
22 **AGREEMENT BETWEEN THE**
23 **TRUSTEE AND DEBTOR FOR THE**
24 **TRUSTEE'S CONVEYANCE OF THE**
25 **ESTATE'S INTEREST IN A LIPO**
26 **MASSAGE MACHINE;**
27 **MEMORANDUM OF POINTS AND**
28 **AUTHORITIES; DECLARATION OF**
PETER J. MASTAN; AND EXHIBITS

[No hearing is Requested or Required]

DATE:

TIME:

PLACE:

Courtroom 1675
255 E. Temple Street
Los Angeles, CA 90012
[Judge Robert N. Kwan]

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

4 **NOTICE IS HEREBY GIVEN** that, on July 23, 2015, Peter J. Mastan, Chapter 7
5 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Natasha Marika Smith
6 (the "Debtor"), filed a motion (the "Motion") for an order that does each of the following:

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

9 (2) Authorizes the Trustee to make the assignment of the Estate's interest in a
10 machine scheduled as "Lipo Massage Machine" (the "Machine") for \$4,000 in excess of
11 Debtor's exemptions of \$4,000 as set forth in ¶ 3.5 of the Agreement ("Debtor's
12 Exemptions") on an "AS IS" and "WHERE IS" basis, subject to all existing
13 encumbrances, liens, claims and restrictions thereon, if any.

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

18 (4) Determines that adequate notice of the Motion was given.

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

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

23 (7) Approves the following overbid procedure:

24 (a) any initial overbid for an assignment of the Estate's interest in the
25 Machine must be in an amount at least \$1,000 greater than the amount to be paid by
26 Debtor under this Agreement (i.e., in an amount not less than \$5,000, plus Debtor's
27 Exemptions of \$4,000);

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

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

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

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

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

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

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

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

25 (10) Deems the Debtor's exemption in the Machine to be limited to \$4,000.

26 NOTICE IS FURTHER GIVEN that in the event that no overbid or objection is
27 received by the Trustee within 17 days after service of the Notice of Motion, the Trustee

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1 will submit a declaration of non-opposition to the Court, and lodge an order which seeks
2 the relief set forth above.

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

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

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

22 **For Filing With the Court**
23 Clerk's Office
24 United States Bankruptcy Court
25 255 E. Temple Street
26 Los Angeles, California 90012

For Service on Robert N. Kwan,
Bankruptcy Judge
Hon. Robert N. Kwan
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal
Building and Courthouse
255 E. Temple Street, Suite 1682
Los Angeles, CA 90012

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1 **For Service on the Trustee**

2 Peter J. Mastan, Trustee
3 550 South Hope Street, Suite 1765
4 Los Angeles, California 90071-2627

For Service on the Debtor

Natasha Marika Smith
7806 Rosewood Ave #1
Los Angeles, CA 90036

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

5 Office of the U.S. Trustee
6 915 Wilshire Blvd., Suite 1850
7 Los Angeles, CA 90017

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

11 DATED: July 23, 2015

Respectfully submitted,

CHAPTER 7 TRUSTEE

14 By: _____

15 Peter J. Mastan
16 Chapter 7 Trustee of the Bankruptcy
17 Estate of Natasha Marika Smith
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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 Natasha Marika Smith (the “Debtor”), submits this Memorandum of Points and Authorities in support of his motion (the “Motion”) for an order that:

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

(2) Authorizes the Trustee to make the assignment of the Estate’s interest in a machine scheduled as “Lipo Massage Machine” (the “Machine”) for \$4,000 in excess of Debtor’s exemptions of \$4,000 as set forth in ¶ 3.5 of the Agreement (“Debtor’s Exemptions”) 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 Machine (whether the Debtor, or a successful overbidder) is acting in good faith within the meaning of 11 U.S.C. § 363(m).

(4) Determines that adequate notice of the 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 Machine must be in an amount at least \$1,000 greater than the amount to be paid by Debtor under this Agreement (i.e., in an amount not less than \$5,000, plus Debtor’s Exemptions of \$4,000);

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

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

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

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

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

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

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

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

23 (10) Deems the Debtor's exemption in the Machine to be limited to \$4,000.

24 The Trustee received an offer from the Debtor to acquire the Estate's interest in
25 the Machine for a total amount of \$4,000 in excess of Debtor's Exemptions. Mastan
26 Decl. ¶¶ 2,5. The Trustee has not received any other offers for the Machine. The Trustee
27 has considered the potential fair market value of the Machine and Debtor's Exemptions.
28 Based thereon, the Trustee believes that the proposed assignment of the Estate's right,

1 title, and interest in and to the Machine to the Debtor for \$4,000 in excess of Debtor's
2 Exemptions will maximize the value of the Estate's interest in the Machine.

3 **II. STATEMENT OF FACTS**

4 **A. Procedural History**

5 On February 12, 2015, the Debtor 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. Shortly thereafter, the
8 Trustee was appointed to administer the Estate. Mastan Decl., ¶ 1. On April 13, 2015,
9 the Debtor amended Schedule C. Mastan Decl. ¶ 4.

10 **B. The Machine**

11 Schedule B identifies the Machine with a stated value of \$5,000. Ex. 2. Debtor's
12 subsequently amended Schedule C shows a value of \$7,395 and reflects a claimed
13 exemption of the same amount. Ex. 3

14 Fl. Stat. Ann § 222.25, which is cited by Debtor, has a limit of \$4,000. **Exhibit 4**
15 is a printout of the above statute. As such, subject to approval of the Agreement by the
16 Court, Debtor agreed that Schedule C would be deemed to have been amended to exempt
17 \$4,000 towards the Machine. Ex. 1, ¶ 3.5.

18 The Trustee negotiated with the Debtor for her acquisition of the Estate's right,
19 title, and interest in the Machine for \$4,000 in excess of Debtor's Exemptions, subject to
20 Bankruptcy Court approval and overbid. Mastan Decl., ¶ 2.

21 **III. SUMMARY OF ASSIGNMENT AGREEMENT**

22 Subject to Bankruptcy Court approval and overbid, and on the terms set forth in
23 **Exhibit 1**, the Trustee intends to assign to the Debtor the Estate's right, title, and interest
24 in and to the Machine. The proposed assignment will be on an "AS IS" and "WHERE
25 IS" basis, and subject to all existing claims, liens and interests, if any. In return for the
26 assignment, the Debtor will pay to the Estate \$4,000 in payments of \$400 per month, the
27 first payment of which was made at the time of Debtor's signing of the Agreement.

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

4 **IV. THE COURT SHOULD AUTHORIZE THE TRUSTEE TO SELL THE**
5 **ESTATE'S INTEREST IN THE MACHINE TO THE DEBTOR OR A**
6 **SUCCESSFUL OVERBIDDER**

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

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

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

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

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1 **B. The Proposed Sale of the Machine is Reasonable Under the**
2 **Circumstances**

3 Under the totality of the circumstances, the Trustee's sale of the Estate's right,
4 title, and interest in and to the Machine to Debtor for \$4,000 in excess of Debtor's
5 Exemptions is reasonable and in the best interests of the Estate.

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

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

14 The Trustee has sound business reasons for the proposed assignment of the
15 Estate's interest in the Machine. The Estate has an approximate \$7,395 interest in the
16 Machine (i.e., the value placed on the Machine by Debtor's research attached to her
17 amended Schedule C). Mastan Decl. ¶ 4, Ex. 3. Taking into account Debtor's
18 Exemptions of \$4,000, the Trustee believes that assigning the Estate's interest in the
19 Machine to the Debtor for \$4,000 plus Debtor's Exemptions would minimize his
20 administrative costs and maximize the Estate's interest for the benefit of the creditors to
21 the Estate.¹ Mastan Decl., ¶ 5.

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

23 The Trustee has given notice of the proposed assignment to all scheduled creditors,
24 the Debtor, persons requesting special notice, and other parties in interest. Moreover, the
25 Trustee has concurrently filed with the Court a "Notice of Sale of Estate Property" so that
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27 ¹ The Trustee's investigation suggests that the Machine has a value of \$8,000 to
28 \$10,000.

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1 the assignment, and the right to overbid on that assignment, is included on the Bankruptcy
2 Court's website.

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

4 The Trustee negotiated the terms of the Assignment Agreement with the Debtor in
5 order to obtain a reasonable value for the Estate's interest in the Machine. Mastan Decl.
6 ¶ 2. Given the information provided by Debtor, the Trustee's own investigation of value,
7 and Debtor's Exemptions, the sale price is fair and reasonable. Mastan Decl. ¶ 5.

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

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

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

17 Although the Bankruptcy Code does not define "good faith," the Court of Appeals
18 for the Ninth Circuit has held that for purposes of § 363(m), "a 'good faith purchaser' is
19 one who buys 'in good faith' and 'for value.'" *Ewell v. Diebert (In re Ewell)*, 958 F.2d
20 276, 281 (9th Cir. 1992) (citations omitted). Conversely, a 'lack of good faith' is shown
21 by 'fraud, collusion between the purchaser and the trustee, or an attempt to take grossly
22 unfair advantage of other bidders.'" *Id.*

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

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

27 As set forth in the Agreement, the proposed assignment of the Estate's interest in
28 the Machine to the Debtor is subject to overbid. The Trustee is prepared to sell the

1 Estate's interest in the Machine to the qualified bidder making the best all cash bid. The
2 Trustee requests that the Court impose the overbid procedure set forth in the Notice of
3 Motion in order to ensure that the Estate's interest in the Machine is sold for the best
4 possible price under the circumstances.

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

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

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

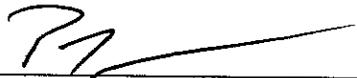
10 The Trustee requests that the Court "order otherwise" here and waive that stay.

11 **VI. CONCLUSION**

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

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15 DATED: July 23, 2015

Respectfully submitted,
CHAPTER 7 TRUSTEE

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18 By: 

19 Peter J. Mastan
20 Chapter 7 Trustee of the Bankruptcy
21 Estate of Natasha Marika Smith
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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 Natasha Marika Smith (the "Debtor"). 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 Debtor 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 Debtor. 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 Debtor.

3. The Court may take judicial notice that on February 12, 2015, the Debtor filed a voluntary petition for relief and related schedules under Chapter 7 of the Bankruptcy Code. **Exhibit 2** is a copy of Schedules B, C and D as filed by the Debtor.

4. At Debtor's original 341(a) meeting of creditors, I instructed Debtor to amend Schedule C to utilize the Florida exemption statutes due to Debtor's testimony that she had only moved from Florida within the last year. The Court may also take judicial notice that Debtor subsequently amended Schedule C on April 13, 2015. **Exhibit 3** is a copy of amended Schedule C. The amended Schedule C includes an attachment showing an advertised price of \$7,395 for a similar machine.

5. My research suggests that the Machine has a value of approximately \$8,000 to \$10,000. After considering the approximate value of the Machine and the exemptions deemed to have been amended to \$4,000 pursuant to ¶ 3.5 of the Agreement ("Debtor's Exemptions") I believe that it is in the best interests of the Estate to sell the Estate's

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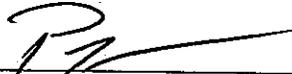
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1 interest in the Machine to the Debtor for a total of \$4,000 in excess of Debtor's
2 Exemptions, subject to overbid, and that the sale price is fair and reasonable.

3 I declare under penalty of perjury that the foregoing is true and correct and that this
4 declaration was executed this 23rd day of July 2015 at Los Angeles, California.

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6 _____
7 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 **July 23, 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:

- **Marian Garza** ecfnotices@ascensioncapitalgroup.com
- **Peter J Mastan (TR)** pmastan@gumportlaw.com, pmastan@ecf.epiqsystems.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov

___ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served): On **July 23, 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. Robert N. Kwan
United States Bankruptcy Court
Edward R. Roybal Federal
Building and Courthouse
255 E. Temple Street, Suite 1682
Los Angeles, CA 90012

DEBTOR(S)

Natasha Marika Smith
7806 Rosewood Ave., #1
Los Angeles, CA 90036

___ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **July 23, 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.

July 23, 2015

Date

TRAVIS MICHAEL TERRY

Type name



Signature