

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Lynda T. Bui, Trustee 3750 University Ave., Ste. 670 Riverside, CA 92501 Telephone: (951) 275-9300 Facsimile: (951) 275-9303 Email: trustee.bui@shbllp.com</p> <p>Chapter 7 Trustee</p> <p><input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

<p>In re:</p> <p>LUIS A. DOMINGUEZ and LYDIA DOMINGUEZ,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 6:09-bk-36284-WJ CHAPTER: 7</p> <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<p><b>Sale Date:</b> 07/09/2013</p>	<p><b>Time:</b> 10:30 am</p>
<p><b>Location:</b> Courtroom 302, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501</p>	

**Type of Sale:**  Public  Private **Last date to file objections:** 06/25/2013

**Description of property to be sold:** Real Property located at 740 North Acacia Avenue, Rialto, CA 92376

**Terms and conditions of sale:** Free and clear of certain liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f)  
The total consideration to be paid is \$170,064.50, which includes (1) a bankruptcy fee "carve-out" of \$15,000 to be paid to the Estate, (2) approximate \$1,500 payment to the Estate for legal services related to the sale, (3) real property taxes, (4) brokerage commissions, (5) closing costs and (6) other monetary obligations the the Estate as the seller of the Property would normally need to pay at the close of escrow. See attached for more information.

**Proposed sale price:** \$ 170,064.50

**Overbid procedure (if any):** • Potential overbidders must bid an initial amount of at least \$10,000 over the consideration offered by the Buyer, or total consideration of \$180,064.50 to cover the Estate's carve-out fee , the reimbursement of legal fees related to the sale and all typical and customary costs of sale. See attached for more information.

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

July 9, 2013 at 10:30 a.m.

Courtroom 302

U.S. Bankruptcy Court

3420 Twelfth Street

Riverside, CA 92501

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

Lynda T. Bui, Chapter 7 Trustee

3750 University Ave., Ste. 670

Riverside, CA 92501

Telephone: (951) 275-9300

Facsimile: (951) 275-9303

Fax: (949) 340-3000

Email: trustee.bui@shbllp.com

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Date: 06/17/2013

1 **In re Luis A. Dominguez and Lydia Dominguez**  
2 **Case No. 6:09-bk-36284-WJ**

3 **Attachment to Notice of Sale of Estate Property:**

4 **I. INTRODUCTION**

5 Lynda T. Bui, the Chapter 7 trustee ("Trustee") for the bankruptcy estate  
6 ("Estate") of Luis A. Dominguez and Lydia Dominguez ("Debtors"), brings this Motion for  
7 Order: (1) Approving the Short Sale of Real Property of the Estate Free and Clear of  
8 Liens Pursuant to Bankruptcy Code §§ 363(b) and (f) and Subject to Overbids,  
9 Combined With Notice of Bidding Procedures and Request for Approval of Bidding  
10 Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3)  
11 Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for  
12 Actual Costs Incurred ("Sale Motion").

13 As set forth below, this is a **short sale** of the real property located at 740 North  
14 Acacia Avenue, Rialto, CA 92376 ("Property"). The Trustee has received an offer from  
15 Underwood Partners, LLC ("Buyer") to purchase the Property free and clear of all liens  
16 for total consideration of \$170,064.50, which includes (1) a bankruptcy fee "carve-out" of  
17 \$15,000 to be paid to the Estate, (2) approximate \$1,500<sup>1</sup> payment to the Estate for  
18 legal services related to the sale, (3) real property taxes, (4) brokerage commissions,  
19 (5) closing costs, and (6) other monetary obligations the Trustee on behalf of the Estate  
20 as the seller of the Property would normally need to pay at the close of escrow<sup>2</sup>. This  
21 is a true short sale as the total consideration is less than the total amount owed to the  
22 lien holder.

23 The Property has been on the market for five months and while there has been  
24 some interest, the Buyer's offer is the only offer received thus far by the Trustee. With  
25 the secured lender payoff increasing every month, the Trustee believes the Property  
26 must be sold as soon as possible in order to maximize the benefit of the Estate.

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28 <sup>1</sup> Payment for legal services is estimated and is contingent on the lender's final approval.

<sup>2</sup> Including but not limited to escrow charges, title charges, documentary transfer taxes.

1 The creditor holding the first priority lien on the Property, Wells Fargo Home  
2 Mortgage (“Wells Fargo”)<sup>3</sup> has approved the short sale of the Property provided it is  
3 paid \$125,879. Under the proposed sale herein, Wells Fargo will be paid at the reduced  
4 amount agreed to by the lender as full satisfaction of its lien, all approved costs will be  
5 paid through escrow and the Estate will receive the benefit of a \$15,000 carve-out and  
6 reimbursement of legal fees of approximately \$1,500. As such, the Trustee believes  
7 that Wells Fargo will have no objection to this Sale Motion. The Trustee does  
8 understand that at closing, Wells Fargo may want to negotiate the final allowed or  
9 disallowed costs and/or the final payoff to the lender. Provided that the Estate receives  
10 the \$15,000 carve-out, at closing, the Trustee requests authorization to work with and  
11 agree with the lender to resolve the allowance and disallowance of costs and/or payoff  
12 amounts as part of the escrow closing without the need for further notice, hearing or  
13 Court order.

14 The Trustee proposes to sell the Property free and clear of liens under  
15 Bankruptcy Code sections 363(f)(1), (3) and (5). If this Sale Motion is not approved,  
16 any and all benefit to the Estate will be completely lost as it is likely that Wells Fargo will  
17 foreclose on the Property on account of its underwater status and the delinquent  
18 obligations. As will be discussed further below, the Trustee believes that good cause  
19 exists to grant the Sale Motion so the Trustee does not lose this favorable business  
20 opportunity.

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26 <sup>3</sup> The preliminary title report indicates World Savings Bank, FSB, a Federal Savings Bank  
27 is the holder of first trust deed on the Property. In their Bankruptcy Schedules, the Debtors  
28 identified the holder of the first trust deed as being Wachovia Mortgage. The Trustee is advised  
that Wachovia has been acquired by Wells Fargo Bank, N.A. The preliminary title report lists a  
second lien in favor of Wells Fargo Bank N.A was not listed on the Debtors’ Bankruptcy  
Schedules.

1 II. RELEVANT FACTS

2 A. Case Commencement

3 The Debtors commenced this bankruptcy case under Chapter 13 by filing a  
4 Voluntary Petition on October 30, 2009. The Debtors' case was converted to Chapter 7  
5 on December 5, 2012.

6 Lynda T. Bui is the duly appointed, qualified and acting Chapter 7 trustee for the  
7 Debtors' Estate.

8 B. The Property

9 A principal asset of the Estate is the Debtors' interest in the Property located in  
10 San Bernardino County at 740 North Acacia, Rialto, CA 92376. The Property is legally  
11 described as stated in the Preliminary Title Report dated May 8, 2013, a true and  
12 correct copy of which is attached as Exhibit 1 to Declaration of Lynda T. Bui annexed to  
13 the Sale Motion ("Bui Declaration").

14 The Debtors' Bankruptcy Schedules A and D provide as follows:

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<u>Property</u>	<u>Schedule A Value</u>	<u>Schedule D Lien Amounts</u>
Residential: 740 North Acacia Rialto, CA 92376	\$\$140,000	Wells Fargo: \$321,388

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20 A true and correct copy of the Debtors' bankruptcy schedules A and D are attached to  
21 the as Exhibit 2 to Bui Declaration annexed to the Sale Motion.

22 At the section 341(a) meeting of creditors on January 15, 2013, the Debtors  
23 testified that they have not made a payment on the mortgage since 2009; there were no  
24 tenants residing there; that there was a foreclosure date but they did not know the  
25 foreclosure date.

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1 **C. Employment of Real Estate Broker, Marketing Efforts and Basis for the**  
2 **Value of the Property**

3 On March 14, 2013, the Trustee filed an application to employ Kristian Peter of  
4 San Diego REO Specials as her real estate broker ("Broker") ("Employment  
5 Application") (docket number 68) to assist her with effectively listing and marketing the  
6 Property for sale, as well as negotiating a short sale with the secured lender and sale  
7 price to prospective buyers to provide a benefit to the Estate. The listing agreement  
8 called for real estate commission to be paid of six percent of the sale price (includes  
9 fees for short sale negotiation). The Employment Application was approved pursuant  
10 to Court order entered on April 18, 2013 (docket number 71).

11 The Broker has more than ten years of experience in the sale of real property as  
12 well as property valuations and is familiar with valuing real property in today's economic  
13 environment. The Broker listed the Property on the MLS for \$140,021. It was also  
14 agreed that if no buyer was found, the Property listing price would be adjusted  
15 accordingly.

16 The Property has been on the market for over five months and while there has  
17 been some interest in the Property, the Buyer's offer is the only offer received thus far  
18 by the Trustee.

19 From his over ten years of experience with short sales, the Broker is aware that  
20 the lenders will often obtain their own appraisals or otherwise determine the fair market  
21 value of the subject real property before approving the short sale. As such, the Broker  
22 believes that Wells Fargo has or will have obtained its own appraisal of the Property  
23 before approving the short sale and Wells Fargo will have determined that the proposed  
24 sale price is for fair market value.

25 **D. Liens and Encumbrances Against the Property and Their Proposed**  
26 **Treatment Through the Sale**

27 From the Debtors' Schedules and the Preliminary Title Report the Trustee  
28 believes that the total liens against the Property exceed \$356,000. The following chart

1 sets forth and accounts for all of the recorded liens and encumbrances against the  
2 Property described in the Preliminary Title Report and their proposed treatment through  
3 the sale:

<u>Creditor</u> <sup>4</sup>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Proposed Payout Amount</u>	<u>Treatment of Lien Through the Sale</u>
San Bernardino County Treasurer and Tax Collector	Real property taxes	\$1,197.34 (Consisting of delinquent taxes of \$909.37 and \$287.97 in pro-rata current taxes)	\$1,197.34	All outstanding real property taxes will be paid in full through escrow on the sale transaction
Wells Fargo	First priority deed of trust (recorded May 22, 2007). A short sale approval letter received from Wells Fargo, a true and correct copy of which is attached to as Exhibit 3 to the Bui Declaration annexed to the Sale Motion, indicates the amount owed is \$321,388.62.	\$321,388.62	\$125,879	This lien will be paid through escrow on the sale of the Property in the amount approved by Wells Fargo. Thus, this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.

<sup>4</sup> The preliminary title report indicates World Savings Bank, FSB, a Federal Savings Bank is the holder of first trust deed on the Property. In their Bankruptcy Schedules, the Debtors identified the holder of the first trust deed as being Wachovia Mortgage. The Trustee is advised that Wachovia has been acquired by Wells Fargo Bank, N.A. The preliminary title report lists a second lien in favor of Wells Fargo Bank N.A. was not listed on the Debtors' Bankruptcy Schedules.

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<u>Creditor</u> <sup>4</sup>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Proposed Payout Amount</u>	<u>Treatment of Lien Through the Sale</u>
Wells Fargo Bank, N.A.	Second priority deed of trust (recorded August 24, 2007) in the amount of \$35,000.	\$35,000	\$0.00	Pursuant to Bankruptcy Code sections 363(f)(1) and 363(f)(5) this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any (but excluding the Estate's carve-out amount and reimbursement for legal services related to the sale.)

**E. Summary of the Purchase Offer and Summary of the Sale Terms**

The Trustee has received an offer from the Buyer to purchase the Property for total consideration of \$170,064.50, which includes (1) a bankruptcy fee “carve-out” of \$15,000 to be paid to the Estate, (2) approximately \$1,500<sup>5</sup> payment to the Estate for legal services related to the sale, (3) real property taxes, (4) brokerage commissions, (5) closing costs, and (6) other monetary obligations the Trustee on behalf of the Estate as the seller of the Property would normally need to pay at the close of escrow without requiring the Estate to place any funds into escrow or have any continuing obligation to the secured parties.<sup>6</sup> This is a true short sale as the carve-out for the Estate and the other costs of sale will be from funds that would otherwise go to the first trust deed holder on the Property based on the large debt its owed.

Attached as Exhibit 4 to the Bui Declaration annexed to the Sale Motion is a true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions and Counter Offers and related addendum (collectively, the “Agreement”) for which the Trustee is seeking Court approval. Attached as Exhibit 5 to the Bui Declaration

<sup>5</sup> Payment for legal services is estimated and is contingent on the lender’s final approval.

<sup>6</sup> Although the holder of any junior liens may still have general unsecured claims against the Estate for the amounts that are not paid.



1 annexed to the Sale Motion is a true and correct copy of the HUD-1 estimated  
2 settlement statement for the transaction.

3 A summary<sup>7</sup> of the terms and highlights of the Agreement between the Trustee  
4 and the Buyer are discussed below:

5 6 Buyer:	Underwood Partners, LLC Attn Managing Member 180 Newport Center Drive, Suite 230 Newport Beach, CA 92660
7 8 Purchase Price:	\$145,000, plus a carve-out payment of \$15,000 to the Estate and approximately \$1,500 to the Estate for legal services related to the sale.  9 Wells Fargo has agreed to reduce its loan balance by an amount sufficient to 10 permit the proceeds of the sale to pay the lender's loan balance (as reduced), real property taxes, brokerage commissions, closing costs and other 11 monetary obligations the Agreement requires the Trustee on behalf of the Estate as the seller of the Property to pay at the close of escrow (including 12 but not limited to escrow charges, title charges, documentary transfer taxes) without requiring the Estate to place any funds into escrow or have any continuing obligation to the lender.  13 Cash to be paid by the Buyer at closing – the total consideration to be paid by the Buyer is \$170,064.50.
14 Escrow Holder and Escrow Closing Date:	The escrow holder shall be First California Escrow, 1110 Camino Del Mar, Suite G, Del Mar, CA 92104. Escrow is scheduled to close as soon as 15 possible after Court approval of the sale.

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28 <sup>7</sup> The summary and discussion are not meant to be a complete review of every provision  
of the Agreement.

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<p>Costs of Sale and Payments Through Escrow (including Real Estate Agent Commission)</p>	<ul style="list-style-type: none"> <li>• Outstanding real property taxes shall be paid (estimated at \$1,197.34).</li> <li>• \$125,879 to Wells Fargo in full satisfaction of its first priority lien, or such amount as agreed to by the lender at closing.</li> <li>• 6% broker's commission, or \$8,700, to be split between the Trustee's Broker and the Buyer's real estate broker as follows: Trustee's Broker, Kristian Peter of San Diego REOS Specialists in the amount of \$5,075 and Buyer's real estate broker, Alexander Philips of TwinRock Partners in the amount of \$3,625.</li> <li>• \$15,000 to the Trustee on behalf of the Estate (Carve-Out Amount). The Trustee on behalf of the Estate shall retain the Carve-Out Amount in the Estate free and clear of any liens of interests, to compensate the Estate inter alia for its efforts in connection with the sale of the Property.</li> <li>• \$1,500 to the Estate for legal services related to the sale, or such amount as approved by the lender at closing.</li> <li>• Payment of all closing costs and other monetary obligations the Agreement requires the Trustee on behalf of the Estate as the seller of the Property to pay at the close of escrow (including but not limited to escrow charges, title charges, documentary transfer taxes) without requiring the Estate to place any funds into escrow or have any continuing obligation to the senior lienholder Wells Fargo.</li> <li>• Payment of the balance of the sale proceeds, if any, to the senior lienholder, Wells Fargo Bank.</li> </ul>
<p>Bankruptcy Court Approval</p>	<p>The sale is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California and entry of final order approving this Sale Motion.</p>
<p>Terms of Sale - Purchase Without Warranties</p>	<p>Buyer acknowledges that Buyer is purchasing the Property from the Seller "AS IS" without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the property or the quality of the title thereto, or any other matters relating to the Property. Buyer represents and warrants that Buyer is purchasing the Property as a result of her own investigations and is not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting in the direction, or on the behalf of the Seller, except as expressly set forth in the Agreement. Buyer acknowledges that Buyer has inspected the Property, and upon closing of Escrow governed by this Agreement, Buyer forever waives, for himself, his heirs, successors and assigns, all claims against the Debtors, his attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee and individually, and her attorneys, agents and employees, arising or which might otherwise arise in the future concerning the Property</p>

<sup>8</sup> If necessary, given that this is a short sale, the Trustee may be seeking a carve-out from the Broker to make sure that there will be sufficient funds in the Estate to make a meaningful distribution.

<sup>9</sup> All real property taxes and assessments for the current tax year shown in the current county tax bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer.

1 2 3 4 5 6	Terms of Sale - Free and Clear of Liens and Encumbrances	The sale of the Property shall be free and clear of all liens, claims, interests and encumbrances pursuant to Bankruptcy Code Section 363(f). The Property shall be delivered to the Buyer free and clear of all liens and encumbrances.  Out of an abundance of caution, any liens and interests against the Property that are not paid/resolved through escrow shall attach to the residual sale proceeds, <b>if any</b> , (but excluding the Estate's carve-out amount of \$15,000 and the \$1,500 reimbursement to the Estate for legal services related to the sale) that may be generated through the sale with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale
7 8 9	Terms of Sale - Good Faith Finding	The proposed sale has been brought in good faith and has been negotiated on an "arms length" basis. The negotiations with the Buyer have resulted in an offer to sell the Estate's interest in the Property that will have substantial benefit. Accordingly, the sale is in good faith and should be approved. The Trustee shall request such a finding pursuant to Bankruptcy Code Section 363(m) at the hearing on this Sale Motion.
10 11	Terms of Sale - Waiver of Rule 6004(h)	The Trustee requests that the Court waive the fourteen-day stay of the order approving the sale of the Property under Federal Rules of Bankruptcy Procedure 6004(h) such that the sale of the Property can close as soon as possible after entry of the Court order approving the Sale Motion and the Agreement.

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13 **F. Notice of Bidding Procedures**

14 The Buyer's offer presented in this Sale Motion is the best offer that the Trustee  
15 received. The Trustee submits that the Property has been extensively marketed and at  
16 this time there are no viable alternative buyers for the Property other than the Buyer  
17 proposed by the Trustee. Nevertheless, the Trustee believes it would benefit the Estate  
18 and Wells Fargo to permit all interested parties to receive information and bid for the  
19 Property instead of selling the Property to the Buyer on an exclusive basis. Accordingly,  
20 in order to obtain the highest and best offer for the benefit of the creditors of this Estate,  
21 the Trustee also seeks Court approval of the following bidding procedures ("Bidding  
22 Procedures"):

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- Potential overbidders must bid an initial amount of at least \$10,000 over  
24 the consideration offered by the Buyer, or total consideration of \$180,064.50 to cover  
25 the Estate's carve-out fee, the reimbursement of legal fees related to the sale and all  
26 typical and customary costs of sale as are ordinary in the County where the Property is  
27 located to be paid by a seller of real estate, including title insurance and escrow costs.  
Minimum bid increments thereafter shall be \$2,000. The Trustee shall have sole  
discretion in determining which overbid is the best for the Estate and will seek approval  
from the Court of the same.

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- Overbids must be in writing and be received by the Trustee to the  
attention of Lynda T. Bui on or before **4:00 p.m. (California time) on the date which is**

1 **three business days prior to the hearing on the Sale Motion.**

2 • Overbids must be accompanied by certified funds in an amount equal to  
3 three percent of the overbid purchase price.

4 • The overbidder must also provide evidence of having sufficient specifically  
5 committed funds to complete the transaction or a lending commitment for the bid  
6 amount and such other documentation relevant to the bidder's ability to qualify as the  
7 purchaser of Property and ability to close the sale and immediately and unconditionally  
8 pay the winning bid purchase price at closing.

9 • The overbidder must seek to acquire the Property on terms and conditions  
10 not less favorable to the Estate than the terms and conditions to which the Buyer has  
11 agreed to purchase the Property as set forth in the Agreement attached as **Exhibit 4** to  
12 the Bui Declaration including closing on the sale of the Property in the same time  
13 parameters as the Buyer.

14 • All competing bids must acknowledge that the Property is being sold on an  
15 "AS IS" basis without warranties of any kind, expressed or implied, being given by the  
16 Seller, concerning the condition of the Property or the quality of the title thereto, or any  
17 other matters relating to the Property. The competing bid buyer must represent and  
18 warrant that he/she is purchasing the Property as a result of their own investigations  
19 and are not buying the Property pursuant to any representation made by any broker,  
20 agent, accountant, attorney or employee acting at the direction, or on the behalf of the  
21 Seller. The competing bidder must acknowledge that he/she has inspected the  
22 Property, and upon closing of Escrow governed by the Agreement, the Buyer forever  
23 waives, for himself/herself, their heirs, successors and assigns, all claims against the  
24 Debtors, their attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee  
25 and individually, and her attorneys, agents and employees, arising or which might  
26 otherwise arise in the future concerning the Property.

27 • If overbids are received, the final bidding round for the Property shall be  
28 held at the hearing on the Sale Motion in order to allow all potential bidders the  
opportunity to overbid and purchase the Property. At the final bidding round, the  
Trustee or her counsel will, in the exercise of their business judgment and subject to  
Court approval, accept the bidder who has made the highest and best offer to purchase  
the Property, consistent with the Bidding Procedures ("Successful Bidder").

• At the hearing on the Sale Motion, the Trustee will seek entry of an order,  
*inter alia*, authorizing and approving the sale of the Property to the Successful Bidder.  
The hearing on the Sale Motion may be adjourned or rescheduled without notice other  
than by an announcement of the adjourned date at the hearing on the Sale Motion.

• In the event the Successful Bidder fails to close on the sale of the Property  
within the time parameters approved by the Court, the Trustee shall retain the  
Successful Bidder's Deposit and will be released from her obligation to sell the Property  
to the Successful Bidder and the Trustee may then sell the Property to the first back-up  
bidder approved by the Court at the hearing on the Sale Motion ("First Back-Up  
Bidder").

• In the event First Back-Up Bidder fails to close on the sale of the Property  
within the time parameters approved by the Court, the Trustee shall retain the First  
Back-Up Bidder's Deposit and will be released from her obligation to sell the Property to  
the First Back-Up Bidder and the Trustee may then sell the Property to the second  
back-up bidder approved by the Court at the hearing on the Sale Motion ("Second Back-  
Up Bidder").

1 **G. Tax Consequences**

2 This is a short sale. The sale will be for less than the Debtors' original purchase  
3 price and improvement costs attributed to the Property. It is anticipated that there will  
4 be no tax liability generated from the sale.

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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: **8105 Irvine Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **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*) **June 17, 2013**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Lynda T. Bui (TR)** trustee.bui@shbllp.com, C115@ecfbis.com *Chapter 7 Trustee*
- **Arturo M Cisneros** arturo@mclaw.org *Attorneys for Wells Fargo Bank, N.A. successor*
- **Mark Domeyer** mdomeyer@mileslegal.com *Courtesy NEF Interested Party*
- **David F Makkabi** cmartin@pprlaw.net *Courtesy NEF Interested Party*
- **Raymond F Moats** colcaecf@weltman.com *Attorney for KeyBank National Association*
- **Ramesh Singh** claims@recoverycorp.com *Courtesy NEF Interested Party*
- **Brian H Tran** btran@mileslegal.com *NEF Interested Party*
- **United States Trustee (RS)** ustpreion16.rs.ecf@usdoj.gov *Office of the United States Trustee*
- **William E Windham** ezforms@sbcglobal.net *Attorney for the Debtors*

Service information continued on attached page

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

On (*date*) **June 17, 2013**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

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*) **June 17, 2013**, 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.

**Judge's Copy – Via Messenger**  
**U.S. Bankruptcy Court**  
**Honorable Wayne E. Johnson**  
**3420 Twelfth Street – Bin Outside Courtroom 302**  
**Riverside, CA 92501-3819**

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.

**June 17, 2013**  
*Date*

**Lorre Clapp**  
*Printed Name*

**/s/ Lorre Clapp**  
*Signature*

**U.S. MAIL SERVICE LIST**

**Buyer**

Underwood Partners, LLC  
Attn Managing Member  
180 Newport Center Dr., #230  
Newport Beach, CA 92660

**Buyer's Broker**

TwinRock Partners  
Alexander Philips  
180 Newport Center Dr., #230  
Newport Beach, CA 92660

**Trustee's Broker**

Kristian Peter  
SDREOS  
2433 Fenton St Suite B  
Chula Vista, CA 91914

**Secured Party**

San Bernardino Treasurer and Tax Collector  
172 West Third Street, First Floor  
San Bernardino, CA 92415-0360

**Secured Party – First and Second**

Wells Fargo Home Mortgage  
Attn Short Sales Fulfillment  
Mailcode MAC T7422-010  
4101 Wiseman Blvd  
San Antonio, TX 78251

**CONTINUED ON FOLLOWING PAGE**

**U.S. MAIL SERVICE LIST CONTINUED.**

**DEBTOR**

LUIS A DOMINGUEZ  
18281 LAGUNA PL  
FONTANA, CA 92336

**INTERESTED PARTY**

UNITED STATES TRUSTEE (RS)  
3801 UNIVERSITY AVENUE, SUITE 720  
RIVERSIDE, CA 92501-3200

**COURT NOTICE MATRIX**

BAC HOME LOANS SERVICING, L.P.  
1665 SCENIC AVE STE 200  
COSTA MESA, CA 92626

**COURT NOTICE MATRIX**

BANK OF AMERICA  
BOX 15026  
WILMINGTON, DE 19850-5026

**COURT NOTICE MATRIX**

CHASE HOME FINANCE, LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219-6009

**COURT NOTICE MATRIX**

CHASE  
BOX 15298  
WILMINGTON, DE 19850-5298

**COURT NOTICE MATRIX**

IRS  
1973 N. RULON WHITE BLVD  
OGDEN, UT 84201-0021

**COURT NOTICE MATRIX**

KEYBANK  
POB 94968  
CLEVELAND, OH 44101

**DEBTOR**

LYDIA DOMINGUEZ  
18281 LAGUNA PL  
FONTANA, CA 92336

**COURT NOTICE MATRIX**

JPMORGAN CHASE BANK, N.A.  
SUCCESSOR BY MERGER TO CHASE  
HOME FINANCE LLC  
MAIL CODE LA4-5555 - 700 KANSAS LANE  
MONROE, LA 71203

**COURT NOTICE MATRIX**

BAC HOME LOANS SERVICING, LP  
FKA COUNTRYWIDE HOME LOANS  
SERVICING, LP  
400 COUNTRYWIDE WAY  
SIMI VALLEY, CA 93065

**COURT NOTICE MATRIX**

BANK OF AMERICA HOME LOANS  
BOX 5170  
SIMI VALLEY, CA 93062-5170

**COURT NOTICE MATRIX**

CAPITAL ONE  
BOX 30285  
SALT LAKE CITY, UT 84130-0285

**COURT NOTICE MATRIX**

CHASE MORTGAGE  
BOX 78116  
PHOENIX, AZ 85062-8420

**COURT NOTICE MATRIX**

IRS / SPECIAL PROCEEDURES  
BOX 30213  
LAGUNA NIGUEL, CA 92607-0213

**COURT NOTICE MATRIX**

KEYBANK  
BOX 94620  
CLEVELAND, OH 44101-4620

**ATTORNEY FOR THE DEBTORS**

WILLIAM E WINDHAM  
5051 CANYON CREST DR #202  
RIVERSIDE, CA 92570

**COURT NOTICE MATRIX**

WELLS FARGO BANK, N.A. SUCCESSOR BY  
MERGER TO WELLS FARGO BANK  
SOUTHWEST, N.A., FKA WACHOVIA  
MORTGAGE, FSB, FKA WORLD SAVINGS  
BANK, FSB  
MALCOLM CISNEROS  
A LAW CORPORATION  
2112 BUSINESS CENTER DR.  
IRVINE, CA 92612

**COURT NOTICE MATRIX**

BAC HOME LOANS SERVICING, LP  
FKA COUNTRYWIDE HOME LOANS  
SERVICING, LP  
400 NATIONAL WAY  
SIMI VALLEY, CA 93065-6414

**COURT NOTICE MATRIX**

BANK OF AMERICA N.A. ET AL  
C/O PROBER & RAPHAEL, A LAW  
CORPORATION  
PO BOX 4365  
WOODLAND HILLS, CA 91365-4365

**COURT NOTICE MATRIX**

CAPITAL ONE BANK (USA), N.A.  
BY AMERICAN INFOSOURCE LP AS AGENT  
PO BOX 71083  
CHARLOTTE, NC 28272-1083

**COURT NOTICE MATRIX**

FIA CARD SERVICES, NA AS SUCCESSOR  
IN INTEREST TO  
BANK OF AMERICA, NA AND MBNA  
AMERICA BAN  
1000 SAMOSET DRIVE  
DE5-023-03-03  
NEWARK, DE 19713

**COURT NOTICE MATRIX**

JPMORGAN CHASE BANK, N.A.  
CHASE RECORDS CENTER  
MAIL CODE LA4-5555 - 700 KANSAS LANE  
MONROE, LA 71203

**COURT NOTICE MATRIX**

SAN BERNARDINO COMMUNITY COLLEGE  
C/O NOEMI ELIZALDE  
114 S DEL ROSA DR  
SAN BERNARDINO, CA 92408-0108



**COURT NOTICE MATRIX**

WACHOVIA MORTGAGE  
BOX 659558  
SAN ANTONIO, TX 78265-9558

**COURT NOTICE MATRIX**

WELLS FARGO BANK, N.A.  
HOME EQUITY GROUP  
X2303-01A  
1 HOME CAMPUS  
DES MOINES, IA 50328-0001

**COURT NOTICE MATRIX**

WELLS FARGO BANK, N.A.  
P. O. BOX 14469 MAC X2303-01A  
DES MOINES, IA 50306-9655

**COURT NOTICE MATRIX**

WELLS FARGO MORTGAGE  
BOX 4233  
PORTLAND, OR 97208

**COURT NOTICE MATRIX**

ECAST SETTLEMENT CORPORATION  
POB 29262  
NEW YORK, NY 10087-9262

**COURT NOTICE MATRIX**

INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA, PA 19101-7346

**NOTICE PURPOSES**

CALIFORNIA FRANCHISE TAX BOARD  
BANKRUPTCY SECTION, MS: A-340  
PO BOX 2952  
SACRAMENTO, CA 95812-2952

RETURNED MAIL

**NO ADDRESS**

**COURT NOTICE MATRIX**

KEYBANK NATIONAL ASSOCIATION