

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & 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>
--	---------------------------

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

<p>In re:</p> <p>ROGER REX STOVER,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 6:12-bk-13342-DS CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
---	--

<p>Sale Date: 05/23/2013</p>	<p>Time: 10:30 am</p>
<p>Location: Courtroom 304, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501</p>	

Type of Sale: Public Private **Last date to file objections:** 05/09/2013

Description of property to be sold: The bankruptcy estate's interest in A-1 Pool & Spa, LLC will be transferred to James L. Wilson for a total of \$9,500 cash, of which \$4,500 will be paid to the Debtor's former spouse (who is Wilson's daughter) as full and complete satisfaction of her alleged interest in the Estate's membership interest in the LLC and Wilson's complete waiver of his claim against the Estate of approximately \$500,000.

Terms and conditions of sale: Sale will be "AS IS" basis without warranties of any kind, expressed or implied, being given by the Trustee, concerning the condition of the LLC or the quality of the title thereto, or any other matters relating to the LLC, and the Estate's interest in the LLC will be transferred subject to all existing liens and encumbrances. See attached for additional terms.

Proposed sale price: \$ 9,500.00

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): Potential overbidders must bid an initial amount of at least \$5,500 over the amount offer by Wilson, or \$15,000. Minimum bid increments thereafter shall be \$1,000. See attached for additional bidding procedures and terms.

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

May 23, 2013 at 10:30 A.M.

Courtroom 304

U.S. Bankruptcy Court

3420 Twelfth Street

Riverside, CA 92501

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

Date: 04/26/2013

In re Roger Rex Stover, Case No. 6:12-bk-13342-DS

Attachment to Notice of Sale of Estate Property

I. INTRODUCTION

Lynda T. Bui, solely in her capacity as the Chapter 7 Trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Roger Rex Stover (“Debtor”), is bring an Amended Motion to Approve Compromise Under Rule 9019 Between the Bankruptcy Estate, James L. Wilson and Stephanie Stover Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized, and Approving Ancillary Sale of Property of the Estate (“Amended Motion”), and respectfully represents as follows:

Through the mended Motion, the Trustee requests approval of a certain Settlement Agreement, a true and correct copy of which is attached as **Exhibit 1** to the Declaration of Lynda T. Bui (“Bui Declaration”) annexed to the Amended Motion, subject to overbids. The Settlement Agreement provides that, among other things, the Estate’s interest in A-1 Pool & Spa, LLC (“the LLC”) will be transferred to James L. Wilson (“Wilson”) for a total of \$9,500 cash, of which \$4,500 will be paid to the Debtor’s former spouse (who is Wilson’s daughter) as full and complete satisfaction of her alleged interest in the Estate’s membership interest in the LLC and Wilson’s complete waiver of his claim against the Estate of approximately \$500,000.

Since filing the original Motion for approval of the Settlement Agreement with Wilson and Stephanie, the Trustee has received an overbid for the Estate’s interest in the LLC from Michael Shearer, a true and correct copy of which is attached as **Exhibit 2** to the Bui Declaration annexed to the Amended Motion. As set forth in **Exhibit 2**, Michael Shearer has offered to purchase the Estate’s interest in the LLC for \$15,000. Based on this, the Trustee is filing this Amended Motion to provide notice of the bidding procedures for the Estate’s interest in the LLC, to request approval of the bidding procedures utilized and to request approval of the ancillary sale of the LLC to the successful bidder.

1 The Trustee has also received an objection to the original Motion from Nancy
2 Gilliam, believed to be related to the Debtor. Ms. Gilliam's Objection is attached as
3 **Exhibit 3** to the Bui Declaration annexed to the Amended Motion.

4 Originally, the Settlement Agreement appeared to provide certainty and reduce
5 claims against the Estate (the allowed claims in the case are anticipated to total
6 \$5,143.07 if the Wilson claim is waived)¹ while at the same time, the Estate would not
7 incur costs associated with litigating disputes over the administration of the LLC.
8 However, now it has surfaced that Mr. Shearer, who is a creditor as well, is willing to
9 pay more - \$15,000 – and possibly waive his claim against the Estate. The Trustee is
10 accordingly amending her original Motion to include that (1) the terms of the Settlement
11 Agreement are subject to overbids, (2) to request approval of Bidding Procedures set
12 forth below, and (3) in the event there are qualified overbids, the Trustee requests
13 approval of the sale of the Estate's interest the LLC to the Successful Bidder (defined
14 below).

15 In summary, the Trustee through her business judgment is seeking to settle/sale
16 the estate's interest in the LLC to the highest bidder to maximize value to creditors of
17 the Debtor.

18 II. RELEVANT FACTS

19 A. The Bankruptcy Case

20 The Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy
21 Code on February 10, 2012 ("Petition Date") in the United States Bankruptcy Court,
22 Central District of California, Riverside Division, initiating Case No. 6:12-bk-13342-DS.

23 Lynda T. Bui is the is the duly appointed, qualified, and acting Chapter 7 Trustee
24 for the Debtor's Estate.

25
26
27 ¹ In the event that there is a successful bidder for the Estate's interest in the LLC
28 that is not Wilson, the claim of Wilson will likely not be waived. In such event, the
claim may be subject to objection by the Trustee. As such, the amount of
Wilson's proof of claim may be reduced, but has not yet been determined.

1 The deadline for filing proofs of claim in this case was January 14, 2013. The
2 Court's Claims Register indicates that as of January 16, 2013, there have been a total
3 of five general unsecured claims filed in the case totaling \$573,368.07. This amount
4 includes the unsecured claim filed by Wilson in the amount of \$568,225, which will be
5 waived under the Settlement Agreement attached as **Exhibit 1** to the Bui Declaration.
6 As such, if the Settlement Agreement is approved and the Wilson proof of claim is
7 waived, the allowed claims in the case are anticipated to total \$5,143.07. In the event
8 that there is a successful bidder for the Estate's interest in the LLC that is not Wilson,
9 the proof of claim filed by Wilson will likely not be waived. In such event, the Wilson
10 proof of claim may be subject to objection by the Trustee. As such, the amount of
11 Wilson's proof of claim may be reduced, but has not yet been determined. In addition, it
12 appears that Mr. Shearer may have a claim against the Estate although none has been
13 filed. That claim too may be reduced or resolved if Mr. Shearer becomes the successful
14 bidder.

15 **B. Relevant Facts Related to the Estate's Asset**

16 An asset of this Estate is the Debtor's membership interest in the LLC known as
17 "A-1 Pool & Spa, LLC". In his Bankruptcy Schedule B, the Debtor valued his interest in
18 the LLC at \$162,500. However, the documents for the business were all dated and it is
19 unclear how the Debtor came about determining the value of the LLC. The Trustee is
20 advised that the amount of Debtor's fractional membership interest in the LLC is 50%,
21 with the other 50% membership interest being owned by Wilson, his former father in
22 law.

23 The Trustee is advised that Stephanie is the Debtor's former spouse and
24 daughter of Wilson who asserts a 50% interest in the Estate's 50% interest in the LLC
25 pursuant to a Stipulation for Judgment of Dissolution made in the Superior Court of
26 California, County of San Bernardino, a true and correct copy of which is attached to the
27 as **Exhibit 4** to the Bui Declaration annexed to the Amended Motion. The Stipulation
28 for Judgment of Dissolution provides that Stephanie was awarded one-half of any and

1 all community interest in the LLC (see page 5, paragraph 6) and the Superior Court
2 retained jurisdiction over any community obligation owed to Michael Shearer and any
3 community liability associated with the LLC (see page 6, paragraph 3.(i)). To the extent
4 that the Trustee is administrating the LLC, Stephanie has a claim against the Estate and
5 the Estate may have claims against Stephanie for any community liability associated
6 with the LLC.

7 The Trustee is advised that the LLC owns the Redlands Property located at
8 31497 Outer Highway 10, City of Redlands, San Bernardino County, California
9 ("Redlands Property"). Although it appears that there are no liens impacting the
10 Redlands Property, the Trustee is advised the Redlands Property is the subject of
11 lawsuit that includes quiet title causes of action asserted by the Mr. and Mrs. Shearers
12 against the LLC, Wilson and the Debtor. The Trustee is further advised that the
13 Shearers are the uncle and aunt of the Debtor. Finally, the Trustee is advised that the
14 Shearers obtained a Judgment by Default against the LLC, Wilson and the Debtor, but
15 that such Judgment by Default has been vacated as to the LLC and Wilson but remains
16 outstanding as to the Debtor. The judgment is scheduled on the Debtor's Schedule F in
17 the amount of \$270,000.

18 The Debtor's Bankruptcy Schedules F and H indicate that the Debtor, Wilson and
19 the LLC are co-debtors on a business loan with an outstanding balance of at least
20 \$270,000 owed to the Shearers. The Debtor's Statement of Financial Affairs indicates
21 that Shearers commenced a lawsuit against the LLC, the Debtor and Wilson for breach
22 of contract and that such lawsuit is currently pending in the Superior Court for the State
23 of California, San Bernardino County, Case No. CIVDS915870. As set forth above, the
24 Trustee is advised that a judgment has been perfected as to Debtor by the Shearers.
25 This lawsuit filed by the Shearers includes the causes of action to quiet title as to the
26 Redlands Property owned by the LLC.

27 The Debtor's Bankruptcy Schedule F indicates that Wilson is a creditor of the
28 Estate based on a lawsuit related to the LLC. The Debtor's Statement of Financial

1 Affairs indicates that Wilson commenced a lawsuit against the Debtor for breach of
2 contract and that such lawsuit is currently pending in the Superior Court for the State of
3 California, San Bernardino County, Case No. CIVDS909798 ("Wilson Lawsuit"). The
4 Trustee is advised that the Wilson Lawsuit also asserts claims for breach of fiduciary
5 duty against the Debtor related to the LLC.

6 Wilson has advised the Trustee that he asserts claims against the LLC for
7 monies loaned to the LLC in amounts exceeding \$400,000. On January 9, 2013,
8 Wilson filed a general unsecured claim against the Estate in the amount of \$568,225.
9 The Trustee believes that Wilson's Claim may not necessarily be against the Estate or
10 the Debtor and that it may be highly inflated.

11 Wilson has advised the Trustee that the LLC has not paid real property tax
12 related to the Redlands Property, nor has it paid state or federal income taxes since
13 2007 and that the LLC has not conducted business operations since 2009.

14 **C. The Proposed Settlement with Wilson and Stephanie**

15 The Trustee, subject to overbids, Wilson and Stephanie desire to resolve any
16 disputes they may have with respect to the LLC and any claims they may have against
17 the Estate as described above, and to release one another from all claims in connection
18 with the disputes and claims as recited above, upon the terms and conditions as set in
19 the Settlement Agreement attached as **Exhibit 1** to the Bui Declaration annexed to the
20 Amended Motion. The principal terms of the Settlement Agreement with Wilson and
21 Stephanie provide as follows:

22

23 1.1 Settlement. Wilson has agreed to pay the Trustee and the Estate \$9,500
24 ("Settlement Payment"). The Settlement Payment has been received and is being be
25 held by the Trustee and shall only be refundable if the Bankruptcy Court does not
26 approve of the Settlement Agreement.

25

26 1.2 Distribution of the Settlement Payment by the Trustee. Upon issuance of
27 an order by the Bankruptcy Court in the Debtor's Chapter 7 proceeding approving the
28 Settlement Agreement ("Approval Order"), the Trustee shall disburse \$4,500 to
Stephanie in full and complete satisfaction of her interest in the LLC. The balance of
the Settlement Payment funds (\$5,000), shall be retained by the Estate and disbursed
by the Trustee in accordance with the priorities under the Bankruptcy Code.

1 1.3 Motion for Approval of Compromise. The Settlement Agreement is
2 contingent upon and expressly conditioned on the issuance of the Approval Order by
3 the Bankruptcy Court in the Chapter 7 proceeding approving the Settlement Agreement
4 pursuant to Federal Rule of Bankruptcy Procedure 9019. Unless and until approved by
5 the Bankruptcy Court, the Settlement Agreement and the releases set forth therein are
6 of no force or effect whatsoever. The Parties acknowledge that the Settlement
7 Agreement is the result of extensive good faith negotiations between the parties and
8 their respective counsel and is not to be construed as an admission of liability on the
9 part of any of the parties hereto, their agents, employees or officers, by whom liability is
10 expressly denied. However, Wilson and Stephanie agree that they are bound by the
11 Settlement Agreement subject only to Bankruptcy Court approval and waive any right to
12 object to approval by the Bankruptcy Court.

13 1.4 Release. Upon Bankruptcy Court Approval Order becoming a final order
14 and provided the Trustee has received the Settlement Payment in good funds (which
15 has been received), the Trustee shall release Wilson and Stephanie from any and all
16 claims or obligations arising from or related to the LLC. Wilson and Stephanie each
17 release the Trustee and the Estate of all claims they may have against the Estate and
18 the Trustee.

19 1.5 Waiver of Rights to a Distribution From the Estate. Except for their rights
20 under the Settlement Agreement, Wilson and Stephanie and each of them waive any
21 and all claims against the Debtor's Estate, including any proofs of claims that may have
22 already been filed against the Estate and any rights to a distribution from the Estate. In
23 other words, it is the intent of the parties to the Settlement Agreement that upon
24 performance of the obligations arising under the Settlement Agreement, Wilson and
25 Stephanie shall have no rights to any distribution of proceeds from the Estate or to file
26 any claims against the Estate.

27 **D. Notice of Bidding Procedures**

28 Since filing the original Motion for approval of the Settlement Agreement with
Wilson and Stephanie, the Trustee has received an objection and an overbid for the
Estate's interest in the LLC from Michael Shearer, a true and correct copy of which is
attached as **Exhibit 2** to the Bui Declaration annexed to the Amended Motion. As set
forth in **Exhibit 2**, Michael Shearer has offered to purchase the Estate's interest in the
LLC for \$15,000 with no condition that any portion of it be paid to Stephanie. Based on
this, the Trustee is filing this Amended Motion to provide notice of the following bidding
procedures ("Bidding Procedures") for the Estate's interest in the LLC, to request
approval of the Bidding Procedures utilized and to request approval of the ancillary sale
of the LLC to the Successful Bidder (defined below):

////

1 1. Potential overbidders must bid an initial amount of at least \$5,500 over the
2 amount offer by Wilson, or \$15,000. Minimum bid increments thereafter shall be
3 \$1,000. The Trustee shall have sole discretion in determining which overbid is the best
4 for the Estate and will seek approval from the Court of the same.

5 2. Overbids must be in writing and be received by the Trustee to the
6 attention of Lynda T. Bui on or before **4:00 p.m. (California time) on the date which is
7 three days prior to the hearing on this Amended Motion.**

8 3. Overbids (except the one from Wilson because the Trustee is holding
9 \$9,500 of Wilson on account of the Settlement Agreement) must be accompanied by
10 certified funds in an amount equal to three percent (3%) of the overbid purchase price.

11 4. The overbidder must also provide evidence of having sufficient specifically
12 committed funds to complete the transaction or a lending commitment for the bid
13 amount and such other documentation relevant to the bidder's ability to qualify as the
14 purchaser of asset and ability to close the sale and immediately and unconditionally pay
15 the winning bid purchase price at closing.

16 5. The overbidder must seek to acquire the LLC on terms and conditions not
17 less favorable to the Estate than the terms and conditions to which the Wilson and
18 Stephanie have agreed to purchase the LLC as set forth in the Settlement Agreement
19 attached as **Exhibit 1** to the Bui Declaration, including ***waiving claims (if any) against
20 the Estate*** and closing on the transaction in the same time parameters as Wilson.
21 Subject to the Bankruptcy Court approval, the Trustee, in her sole discretion, will
22 determine what offer is in the best interest of the estate.

23 6. All competing bids must acknowledge that the LLC is being sold on an "AS
24 IS" basis without warranties of any kind, expressed or implied, being given by the
25 Trustee, concerning the condition of the LLC or the quality of the title thereto, or any
26 other matters relating to the LLC ***and the Estate's interest in the LLC will be
27 transferred subject to all existing claims, liens and encumbrances.*** The competing
28 bid buyer must represent and warrant that he/she is purchasing the LLC as a result of
their own investigations and are not buying the LLC pursuant to any representation
made by any broker, agent, accountant, attorney or employee acting at the direction, or
on the behalf of the Trustee or the Estate. The competing bidder must acknowledge
that he/she has inspected/investigated the LLC, and upon closing of the transaction
approved by the Court, the successful buyer forever waives, for himself/herself, their
heirs, successors and assigns, all claims against the Debtor's Estate, Lynda T. Bui as
Trustee and individually, and the law firm of which the Trustee is associated, their
agents and employees, arising or which might otherwise arise in the future concerning
the LLC.

1 7. If overbids are received, the final bidding round for the LLC shall be held
2 at the hearing on the Amended Motion in order to allow all potential bidders the
3 opportunity to overbid and purchase the LLC. At the final bidding round, the Trustee
4 will, in the exercise of her business judgment and subject to Court approval, accept the
5 bidder who has made the highest and best offer to purchase the LLC, consistent with
6 the Bidding Procedures ("Successful Bidder").

7 8. Under the Settlement Agreement with Wilson, as part of the settlement, it
8 was agreed the Trustee would disburse \$4,500 to Stephanie in full and complete
9 satisfaction of her alleged interest in the LLC. This was a term unique to that
10 settlement. If the LLC is sold pursuant overdid from a Successful Bidder, including
11 Wilson as the Successful Bidder, all of the proceeds generated from the transaction will
12 be retained by the Trustee and no funds will be disbursed to Stephanie on account of
13 her alleged interest in the LLC. Any disbursement to Stephanie will require further
14 notice, hearing or Court approval.

15 9. At the hearing on the Amended Motion, the Trustee will seek entry of an

1 order, *inter alia*, authorizing and approving the sale of the LLC to the Successful Bidder.
2 The hearing on the Amended Motion may be adjourned or rescheduled without notice
3 other than by an announcement of the adjourned date at the hearing on the Motion.

4 10. In the event the Successful Bidder fails to close on the transaction within
5 the time parameters approved by the Court, the Trustee shall retain the Successful
6 Bidder's Deposit and will be released from her obligation to sell the LLC to the
7 Successful Bidder and the Trustee may then sell the LLC to the first back-up bidder
8 approved by the Court at the hearing on the Amended Motion ("First Back-Up Bidder").

9 11. In the event First Back-Up Bidder fails to close on transaction within the
10 time parameters approved by the Court, the Trustee shall retain the First Back-Up
11 Bidder's Deposit and will be released from her obligation to sell the LLC to the First
12 Back-Up Bidder and the Trustee may then sell the Estate's interest in the LLC to the
13 second back-up bidder approved by the Court at the hearing on the Amended Motion
14 ("Second Back-Up Bidder").

15 **E. The Basis for the Value of the LLC**

16 The Estate has no funds to employ an appraiser to provide a value of the LLC.
17 The Debtor listed the value of the LLC at \$162,500. However, due to (1) an outstanding
18 business loan obligation of which the LLC, the Debtor and Wilson are co-debtors that is
19 owed to the Shearers of at least \$270,000, (2) alleged claims against the LLC asserted
20 by Wilson that exceed \$500,000, and (3) Wilson having advised that the LLC has not
21 paid real property taxes related to the Redlands Property, nor has it paid state or federal
22 income taxes since 2007, and the LLC has not conducted business operations since
23 2009, the value of the LLC listed by the Debtor may be overstated.

24 **F. Marketing of the LLC**

25 The Estate does not have funds to advertise and market the fractional share of
26 the LLC for sale. Furthermore, due to the financial condition of the LLC, lack of proper
27 documents, and the fact that the Estate has only a fifty percent interest, the Trustee
28 does not believe that it would be practicable to market the fractional share of LLC for
sale as there likely would not be any interested parties other than Wilson, Stephanie
and the Shearers.

G. Likelihood of Overbids for the LLC

After the filing of the original motion, the Trustee was contacted by Michael
Shearer objecting to the settlement and offering to overbid the Estate's interest in the
LLC. James and Nancy Gilliam also objected to the agreement. Although they did not

1 offer to overbid, they suggested that the Trustee should market and sell the Redlands
2 Property and pay creditors of the LLC and then of the Debtor. Based on the Trustee's
3 business judgment, the only viable purchasers of the fractional interest in the LLC are
4 Wilson, Stephanie and the Shearers as the Estate has only a fifty percent interest in the
5 LLC and the Trustee does not believe that there are any third parties that would be
6 interested in purchasing a fractional share of the LLC.

7 **H. Costs of Sale**

8 No broker has been employed to assist the Trustee with the sale of the LLC and
9 no commissions will be paid in connection with the sale. The Trustee believes that the
10 costs of sales will be minimal, if any, other than the costs for preparing the original and
11 this Amended Motion, appearing at hearings and documented the transaction approved
12 by the Court.

13 **I. Tax Consequences**

14 Although it is anticipated that sale will be for less than the Debtor's scheduled
15 value for the LLC, at this time, the Trustee does not know what the capital gains taxes
16 liability will be, if any, generated by the compromise and sale transaction related to the
17 LLC. In the event that there is any tax liability generated from the transaction it is
18 anticipated that such taxes will be paid by the from proceeds of the sale.

19 **J. The Transfer of the LLC to the Successful Bidder Will be on an "AS IS"**
20 **Basis, and Will Not be Free and Clear of Liens**

21 The Trustee does not believe that the Estate's interest in the LLC is subject to
22 any liens or encumbrances. In any event, the sale of the LLC will be "AS IS" basis
23 without warranties of any kind, expressed or implied, being given by the Trustee,
24 concerning the condition of the LLC or the quality of the title thereto, or any other
25 matters relating to the LLC, and the Estate's interest in the LLC will be transferred
26 subject to all existing liens and encumbrances.

27

28

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, CA 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*) **April 26, 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@ecfcbis.com *Chapter 7 Trustee*
- Lynda T. Bui (TR) trustee.ltranbui@shbllp.com, C115@ecfcbis.com *Chapter 7 Trustee*
- Bryant C MacDonald Maclaw51@verizon.net *Debtor's Attorney*
- Karen A Ragland Karen.Ragland@prodigy.net, garwackilaw2@prodigy.net *Wells Fargo Dealer Services Inc, fka Wachovia Dealer Services Inc*
- Judith Runyon jarunyon@sbcglobal.net *Interested Party*
- United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov *Interested Party*

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **April 26, 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*) **April 26, 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 Deborah J. Saltzman
3420 Twelfth Street – Bin Outside Courtroom 304
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.

April 26, 2013 Lorre Clapp

Date Printed Name

/s/ Lorre Clapp

Signature

DEBTOR

ROGER REX STOVER
12953 FOXWOOD DR.
YUCAIPA, CA 92399

COURT NOTICING MATRIX

WELLS FARGO DEALER SERVICES INC,
FKA WACHOVIA DEALER SERVICES INC
P.O. BOX 19657
IRVINE, CA 92623

COURT NOTICING MATRIX

BYL COLLECTION SERVICES
301 LACEY ST.
WEST CHESTER, PA 19382

COURT NOTICING MATRIX

D. LABRUCE ALLEN, ESQ.
1334 N. TOWER AVE.
CLAREMONT, CA 91711

COURT NOTICING MATRIX

JAMES L. WILSON JR.
37297 IRONWOOD DR.
YUCAIPA, CA 92399

COURT NOTICING MATRIX

JIM AND NANCY GILLIAM
9395 CORBIA CT
CALIMESA CA 92320

COURT NOTICING MATRIX

MICHAEL G. & DARLENE SHEARER
10720 WILSON
RANCHO CUCAMONGA, CA 91737

COURT NOTICING MATRIX

WELLS FARGO DEALER SERV.
PO BOX 1697
WINTERVILLE, NC 28590

NOTICE PURPOSES

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

NO ADDRESS

COURT NOTICING MATRIX

JAMES L WILSON

ATTORNEY FOR THE DEBTOR

BRYANT C MACDONALD
300 E STATE ST STE 450
REDLANDS, CA 92373

COURT NOTICING MATRIX

A-1 POOL & SPA. LLC
37297 IRONWOOD DR.
YUCAIPA, CA 92399

COURT NOTICING MATRIX

CAPITAL ONE
PO BOX 30281
SALT LAKE CITY, UT 84130

COURT NOTICING MATRIX

GARY HARRISON, ESQ.
1148 DAN CARLOS CT.
SAN JACINTO, CA 92582

COURT NOTICING MATRIX

JAMES THOMAS SHEARER
6061 NATCHEZ RD
RIVERSIDE CA 92509

COURT NOTICING MATRIX

LAW OFFICES OF SHARON TAIT
41856 IVY ST.
MURRIETA, CA 92562

COURT NOTICING MATRIX

TOTAL GYM FITNESS
1230 AMERICAN BLVD.
WEST CHESTER, PA 19380

COURT NOTICING MATRIX

MICHAEL G SHEARER
10720 WILSON AVE
ALTA LOMA, CA 917372436

INTERESTED PARTY

UNITED STATES TRUSTEE (RS)
3801 UNIVERSITY AVENUE, SUITE 720
RIVERSIDE, CA 92501-3255

COURT NOTICING MATRIX

AMERICAN INFOSOURCE LP AS AGENT
FOR VERIZON
PO BOX 248838
OKLAHOMA CITY, OK 73124-8838

COURT NOTICING MATRIX

CAPITAL ONE BANK (USA), N.A.
PO BOX 71083
CHARLOTTE, NC 28272-1983

COURT NOTICING MATRIX

JAMES L. WILSON JR.
DBA A-1 POOL & SPA LLC
C/O LAW OFFICE OF GARY HARRISON
1148 DON CARLOS CT
SAN JACINTO, CA 92582-5800

COURT NOTICING MATRIX

JAMES WILSON
37297 IRONWOOD DR.
YUCAIPA, CA 92399

COURT NOTICING MATRIX

LAWRENCE NOVAK
73-255 EL PASEO SUITE 17
PALM DESERT, CA 92260

COURT NOTICING MATRIX

VERIZON CALIFORNIA
PO BOX 920041
DALLAS, TX 75392

NOTICE PURPOSES

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

RETURNED MAIL