

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Kavita Gupta – State Bar No. 138505 GUPTA FERRER, LLP 4675 MacArthur Court, Suite 550 Newport Beach, CA 92660 Telephone: (949) 387-4470 Facsimile: (949) 861-927 Email: kgupta@guptaferer.com Chapter 11 Trustee for the estate of Dennis Ha <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 - SANTA ANA DIVISION**

In re: DENNIS HA Debtor(s).	CASE NO.: 8:12-bk-17113-CB CHAPTER: 11 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 06/01/2013	Time: 1:00 pm
Location: Exclusive Towing, 14451 Commerce Center Dr., Moreno Valley, CA	

Type of Sale: Public Private **Last date to file objections:** 04/24/2013

Description of property to be sold:

- (1) 2009 Mercedes SLR, VIN#WDDAK76F69M001930 ("McLaren");
- (2) 2009 Mercedes SL 65 AMG, VIN#WDBSK79F19F158343 ("Mercedes AMG"); and
- (3) 2006 Mercedes S600, VIN#WDBNG76J06A474123 ("Mercedes S600")

Terms and conditions of sale:

The vehicles will be sold piecemeal at an auction. See attached Sale Motion for details.

Proposed sale price: Unknown

Overbid procedure (if any):

To be set by auctioneer at the auction.

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

Hearing date/time: May 8, 2013 at 10:00 a.m.

Location:

Ronald Reagan Federal Building and Courthouse
411 West Fourth Street, Courtroom 5D
Santa Ana, CA 92701-4593

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

Kavita Gupta, Chapter 11 Trustee
Gupta Ferrer LLP
4675 MacArthur Court, Suite 550
Newport Beach, CA 92660
T: (949) 387-4470
F: (949) 861-9229
E: kgupta@guptaferrer.com

Date: 04/16/2013

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:
18101 Von Karman Avenue, Suite 510, Irvine, CA 92612

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

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 04/17/2013 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:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On *(date)* 04/17/2013, 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)* 04/17/2013, 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.

The Honorable Catherine Bauer, USBC, 411 West Fourth Street, Santa Ana, CA 92701

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.

04/17/2013
Date

Kerry A. Murphy
Printed Name

/s/Kerry A. Murphy
Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- Jeffrey S Benice jsb@jeffreybenice.com
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- Ramesh Singh claims@recoverycorp.com
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL:

SEE ATTACHED

Case 8:12-bk-17113-CB
In re Dennis Ha

Santa Ana Division
411 West Fourth Street, Suite 2030,
Santa Ana, CA 92701-4500

United States Trustee
411 West Fourth Street, Suite 9041
Santa Ana, CA 92701-8000

Dennis Ha
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Anaheim, 92808-2105

Kavita Gupta, Trustee
4675 MacArthur Court, Suite 550
Newport Beach, CA 92660

Jeffrey S Benice
Law Offices of Jeffrey S Benice
3080 Bristol Street, suite 630
Costa Mesa, CA 92626-7322

United States Trustee
411 West Fourth Street,
Suite 9091
Santa Ana, CA 92701-4500

AFNI
1310 Martin Luther King Dr
PO Box 3517
Bloomington, IL 61702-3517

BANK OF AMERICA
PO BOX 15019
WILMINGTON DE 19886-5019

BANK OF AMERICA
Home Loan
PO BOX 6500700
Dallas, TX 75265-0070

Ben Weisshart
841 E River Parkway
Santa Clara, CA 95054-4144

Care Credit/GECRB
PO Box 960061
Orlando, FL 32896-0061

Citi Mortgage
P.O. Box 689196
Des Moines, IA 50368-9196

Creditone, LLC
PO Box 605
Metarie, LA 70004-0605

DMR Communications In.
Greenbaum Law Group LLP
840 Newport Center Dr Ste 720
Newport Beach, CA 92260-6312

FIA Card Services. N.A.
PO Box 15102
Wilmington, DE 19886-5102

Jefferson Capital Systems, LLC
PO Box 7999
Saint Cloud, MN 86302-7999

Judicial Judgment Enforcement Services
30100 Town Center Dr #0-108
Laguna Niguel CA 92677-2064

LVNV Funding, LLC
It successors & Assigns/Assignees
of NCO Portfolio Management
Resurgent Capital Services
PO Box 10587
Greenville, SC 29306-0587

Nordstrom Credit
PO Box 79134
Phoenix, AZ 85062-9134

PS Marketing
c/o Crystal Bergstrom-Judicial
Judgment Enforcement Services
30100 Town Center Dr #0-108
Laguna Niguel CA 92677-2064

Professional Land Corp
23201 Mill Creek Drive, 3rd Floor
Laguna Hills, CA 92653-7906

Recovery Management Systems Corp.
25 S.E. 2nd Avenue, Suite 1120
Miami, FL 33131-1605

SHS Reference Laboratory
~~PO Box 60000~~
~~San Francisco, CA 94160-0001~~
RTS-Unable to Fwd: 01-09-13

University Health Care Alliance
~~PO Box 60000~~
~~San Francisco, CA 94160-0001~~
RTS Unable to Fwd: 03-30-3

Superior Investigations
c/o Crystal Bergstrom-Judicial
Judgment Enforcement Services
30100 Town Center Dr #0-108
Laguna Niguel CA 92677-2064

Wells Fargo Bank
PO Box 30086
Los Angeles, CA 90030-2105

Wells Fargo Bank, N.A.
PO Box 54780
Los Angeles, CA 90054-0780

Mercedes-Benz Financial Services USA L
f/k/a DCFS USA LLC
c/o BK Servicing, LLC
PO Box 131265
Roseville, MN 55113

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

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8 Chapter 11 Trustee for the estate of Dennis Ha

9 **UNITED STATES BANKRUPTCY COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

11 In re:

12 DENNIS HA,

13 Debtor.

14 Case No. 8:12-bk-17113-CB

15 Chapter 11 Proceeding

16 **NOTICE OF MOTION AND MOTION FOR**

17 **ORDER:**
18 **(1) AUTHORIZING THE SALE OF**

19 **CERTAIN PERSONAL PROPERTY FREE**
20 **AND CLEAR OF LIENS AND**
21 **ENCUMBRANCES;**
22 **(2) APPROVING THE EMPLOYMENT AND**
23 **COMPENSATION OF CREDIT**
24 **MANAGEMENT ASSOCIATION AS**
25 **AUCTIONEER; MEMORANDUM OF**
26 **POINTS AND AUTHORITIES; AND**
27 **DECLARATIONS OF KAVITA GUPTA AND**
28 **CHARLES G. KLAUS IN SUPPORT**
THEREOF

[11 U.S.C. §§ 327, 328, 330, 363 and Fed. R.
Bankr. P. 2014, 6004(h)]

DATE: May 8, 2013

TIME: 10:00 a.m.

PLACE: Courtroom 5D

411 W. Fourth St.

Santa Ana, CA 92701

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I**

3 **INTRODUCTION**

4 The Trustee requests that this Court approve the sale of the Vehicles at an auction on an
5 “as is where is” basis, without any representations or warranties pursuant to Section 363(b).
6 The Vehicles were recently turned over to the bankruptcy estate, which was formerly had
7 \$795,995 in assets and \$2,465,064 in liabilities, and no significant equity in any of the scheduled
8 assets to pay creditors. If the Vehicles are not sold, the estate will face an *additional* monthly
9 liability in excess of \$7,000 for loan payments, storage and insurance, which would only further
10 impede the estate’s ability to pay creditors. However, if the Vehicles are sold, the bankruptcy
11 estate could potentially secure approximately \$350,000 in net sales proceeds to pay creditors of
12 the estate. The Trustee further requests a sale of the Vehicles free and clear of Liens and
13 Encumbrances under Sections 363(f)(2) and (f)(3) because MBFS, the sole secured creditor, has
14 consented to the proposed sales and CMA’s estimated gross auction value for the McLaren and
15 Mercedes AMG exceed the amount of liens on these vehicles. Moreover, because the Trustee
16 plans to sell the Vehicles at an auction, which will ensure a fair and neutral sale process, this
17 Court may properly find that a successful buyer at the auction is a good faith purchaser under
18 Section 363(m).

19 The Trustee also seeks to sell the Shares because they are not necessary for the Debtor’s
20 reorganization and accordingly, they should be liquidated to pay creditors of the estate.

21 Based on the above, the Trustee believes that ample business justification exists to sell
22 the Vehicles and Shares.

23 **II**

24 **STATEMENT OF FACTS**

25 **A. The Debtor and the Appointment of the Trustee**

26 On June 7, 2012 (the “Petition Date”), the Debtor filed a voluntary petition under
27 Chapter 11 of the Bankruptcy Code [Docket No. 1]. As of the Petition Date, the Debtor
28 scheduled assets and liabilities totaling \$795,995 and \$2,465,064, respectively [Docket No.

1 20]. He scheduled a “[p]artnership interest in two Mercedes; AMG and SLR” with a fair
2 market value of \$50,000 [Docket No. 22]. The Debtor did not schedule the 2006 Mercedes or
3 the Shares.

4 On December 13, 2012, this Court issued an order appointing the Trustee [Docket No.
5 79]. Prior to the Trustee’s appointment, the Debtor’s estate contained insufficient income, or
6 equity in any assets that could used to pay creditors [Docket No. 20].

7 **B. The Trustee’s Complaint Seeking Turnover of the Vehicles**

8 During her investigation of the Debtor’s assets, the Trustee learned that contrary to the
9 Debtor’s claim of a “partnership interest” in two Mercedes with a claimed fair market value of
10 approximately \$50,000, the Debtor, using the funds of a suspended corporation, paid deposits in
11 excess of seven times that amount - or \$350,000 - for the Vehicles, which had an aggregate
12 purchase price in excess of \$690,000. The titles to these cars were placed in *solely* in the names
13 of the Debtor’s relatives and paramours including, Kiet Cao (cousin), Binh A. Li (ex-wife), and
14 Katie Dinh (girlfriend) (collectively, the “Defendants”).

15 Accordingly, the Trustee filed a complaint against the Debtor and the Defendants seeking,
16 among other things, the avoidance and recovery of fraudulent transfers and turnover of the
17 Vehicles. In late March 2013, the Debtor and the Defendants executed partial judgments in
18 which they conceded to each and every claim for relief in the complaint regarding the Vehicles.
19 The Debtor and the Defendants subsequently turned over the Vehicles to the estate.

20 **C. The Security Interest in the Vehicles and the Monthly Garaging and**
21 **Insurance Costs**

22 In reviewing the Vehicles’ certificates of title, the Trustee determined that MBFS is the
23 sole secured creditor asserting a security interest in the McLaren and Mercedes AMG. MBFS
24 has advised the Trustee that the aggregate amount of its liens in these vehicles is \$208,197 as of
25 April 21, 2013. Since taking possession of the Vehicles on behalf of the estate, the Trustee has
26 expended \$3,073 to transport them to a secure storage facility and approximately \$1,500 per
27 month to garage and insure the Vehicles against theft or loss.

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1 **D. The Unscheduled Shares**

2 The Debtor did not schedule the Shares. However, in reviewing the Debtor's tax returns,
3 the Trustee discovered that the Debtor was receiving dividends from Manulife based on his
4 ownership of shares in that entity. Therefore, the Trustee contacted Manulife and learned that the
5 Debtor owns 548 shares in Manulife (with an approximate liquidation value of \$8,000), which are
6 not encumbered by any liens or levies. She subsequently transferred the Shares into her name as
7 trustee of the bankruptcy estate.

8 **E. The Sale Effort**

9 During the last two months, the Trustee investigated several options for liquidating the
10 Vehicles including a cash sale, consignment and an auction. The Trustee received three
11 purchase offers ranging from \$299,999 to \$380,000, all of which were from retail car dealerships
12 and/or individuals seeking to resell the cars to consumers. The Trustee rejected the \$299,000
13 purchase offer because it was significant below the market value for the Vehicles. The other two
14 potential buyers either withdrew the purchase offer or failed to provide the Trustee with evidence
15 of its financial ability to consummate the sale.

16 The Trustee ultimately concluded that a highly publicized auction offers the best means
17 of obtaining a favorable sale price for the following reasons. First, an auction will allow
18 potential buyers from around the country to bid for the Vehicles thereby increasing the
19 competition and sale prices for the Vehicles. Second, an auction will result in an immediate sale
20 of the Vehicles, thereby eliminating the bankruptcy estate's \$7,000 plus monthly carrying cost
21 for these assets. Although a consignment sale of the Vehicles could result in higher sale price,
22 the uncertainty of the timing of a sale coupled with the estate's monthly carrying costs for the
23 Vehicles would likely eliminate any such gain. Finally, CMA's \$375,000 estimated gross
24 auction value for the Vehicles is comparable to or higher than the \$299,000 offer received by the
25 Trustee.

26 The Trustee seeks to sell the Shares through Computershare Trust Company, N.A.,
27 Manulife's transfer agent. As of April 16, 2013, the Shares are trading for approximately \$14 a
28 share and the fee for selling the Shares is \$80.

F. CMA’s Auction Contract

After interviewing a number of auction firms, the Trustee determined that CMA, which has over 25 years of experience in conducting auctions of estate property, offered the best combination of experience and resources. CMA is a bonded auction company (Bond No. 005S103298464) and a member of the California State Auctioneer Society and the National Auctioneers Association. Therefore, the Trustee entered into an Auction Contract with CMA, a copy of which is attached as Exhibit “1” to the Klaus Declaration. The material terms of the Auction Contract are set forth below.³

Format	Onsite auction to be conducted by CMA with online bidding administered by Bidspotter
Date and Time	Saturday, June 1, 2013 at 1:00 p.m.
Site	Exclusive Towing, 14451 Commerce Center Dr., Moreno Valley, CA
Assets	Vehicles
Marketing	CMA will advertise the auction on the internet, trade publications, local newspapers, “e-blasts” and post cards to targeted list of dealers and other interested parties. The online bidding will be administered by BidSpotter, which will allow potential buyers who are not on-site to participate in the auction, thereby maximizing the potential market for the Vehicles.
Reimbursement of Expenses	Auctioneer’s expenses incurred in connection with the auction in the approximate amount of \$14,650 and reimbursement of approximately \$10,221 for the cost of transporting, garaging and insuring the Vehicles through May 1, 2013. An itemized budget is attached to the Auction Contract.
Compensation	CMA will receive a 10% buyer’s premium of the gross proceeds from the sale from the successful buyers, 3% of which CMA may pay to Bidspotter for its services.
Sale Terms	<ul style="list-style-type: none"> • CMA will sell the Vehicles on an “as is where is” basis, without any representations or warranties • CMA shall provide the Trustee with an Auctioneers’ Report including a list of items sold, price of each item sold, buyer of each item, and gross sale proceeds. It shall also provide a settlement summary report, statement itemizing sale expense, copies of all marketing materials and expense receipts. • CMA will maintain insurance on the Vehicles, liability and fire insurance covering the auction site and worker’s compensation insurance for its employees

³ The foregoing is only intended to be a summary of the relevant terms of the Auction Contract for the benefit of this Court and interested parties. The Auction Contract governs the rights and duties of the Trustee and CMA. In the event of any conflict between this summary and the terms of the Auction Contract, the terms of the Auction Contract shall control.

1 *Lahijani*), 325 B.R. 282, 289 (9th Cir. BAP 2005) (“Ordinarily, the position of the trustee is
2 afforded deference, particularly where business judgment is entailed in the analysis or where
3 there is no objection.”).

4 The Trustee believes that ample business justification exists for approving the sale of
5 Vehicles and the Shares because these assets are not necessary for the Debtor’s reorganization.
6 Moreover, if the Vehicles are not sold, they will continue to depreciate in value *and* cost the
7 estate an additional \$7,000 per month to garage and insure the Vehicles, which will only further
8 impede the estate’s ability to pay its creditors. However, if the Vehicles and Shares are sold, the
9 Trustee has reasonable grounds to believe that the estate could secure approximately \$350,000 in
10 net sale proceeds, which could be used to make a distribution to the estate’s creditors.
11 Therefore, the Trustee respectfully requests that this Court approve the sale of the Vehicles and
12 the Shares.

13 **B. The Sale of the Vehicles Should be Free and Clear of Liens and**
14 **Encumbrances under Section 363(f)**

15 Section 363(f) sets forth the circumstances under which a trustee may sell property of the
16 estate free and clear of any lien or interest of third parties in such property. It provides, in part:

17 The Trustee may sell property under subsection (b) or (c) of this section free
18 and clear of any interest in such property of an entity other than the estate, only
if -

- 19 (2) Such entity consents;
20 (3) Such interest in a lien and the price that which such properties to
21 be sold is greater than the aggregate value of all liens on the property;

22 11 U.S.C. § 363(f).

23 Because Sections 363(f)(1) through (5) are written in the disjunctive, a trustee may sell
24 property free and clear of any and all interests therein if any *one* of these conditions are met as to
25 each interest holder. *See In re Elliot*, 94 B.R. 343 (E.D. Pa. 1988).

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1. The Vehicles May be Sold Free and Clear of Liens and Encumbrances under Section 363(f)(2) because MBFS Consents to the Sale

Here, MBFS, the sole secured creditor for the Vehicles, consents to the sale of the McLaren and Mercedes AMG. Moreover, as discussed above, the Trustee does not believe that these vehicles are subject to any other liens, claims or encumbrances because no other lienholders are listed on the certificate of title for these vehicles as required by the California Vehicle Code. Accordingly the only creditor that holds a valid secured claim against the Vehicles has consented to the sale, thereby satisfying the required criteria in Section 363(f)(2).

2. The Vehicles May Also be Sold Free and Clear of Liens and Encumbrances Under Section 363(f)(3) Because CMA’s Estimated Auction Price Exceeds the Amount of the Liens on the Vehicles

CMA has conservatively estimated that the estimated gross auction value for the Vehicles is \$375,000, which amount exceeds the aggregate amount of the liens on the McLaren and Mercedes AMG (\$208,197). Therefore, the criteria for Section 363(f)(3) has been met.

C. This Court Should Authorize the Trustee to Pay MBFS from the Sale Proceeds

The Trustee seeks authority to pay MBFS’ liens on the McLaren and Mercedes AMG from the sale proceeds. In exchange for such payment, MBFS has agreed to waive default interest. Accordingly, the estate will benefit by not having to pay any default interest and the legal fees that would otherwise be incurred in connection with contesting any such payments under a plan of reorganization. Alternatively, if the Trustee is not allowed to pay MBFS, the estate will continue to be liable for payments for depreciating assets that are not necessary for the Debtor’s reorganization.

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IV

**A SUCCESSFUL BUYER IS ENTITLED TO A FINDING THAT IT IS A
GOOD FAITH PURCHASER UNDER SECTION 363(m)**

Section 363(m) provides:

“The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to any entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.” 11 U.S.C. § 363 (m).

A good faith purchaser under Section 363(m) is one who purchases for “value” and there is no fraud or collusion in the bidding process. In *In re Filtercorp, Inc.*, 163 F.3d 570 (9th Cir. 1998), the Ninth Circuit held that an insider-purchaser was a good faith purchaser under Section 363(m):

[T]he bankruptcy court found that Gateway Lenders was a purchaser in good faith for all purposes including 11 U.S.C. § 363 (m). This finding is not clearly erroneous. A good faith buyer “is one who buys ‘in good faith’ and ‘for value.’” *Ewell v. Diebert (In re Ewell)*, 958 F.2d 276, 281 (9th Cir.1992) (citing *In re Abbotts Dairies of Penn., Inc.*, 788 F.2d 143, 147 (3d Cir.1986)). “[L]ack of good faith is [typically] shown by ‘fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.’” *Id.* (quoting *Community Thrift & Loan v. Suchy (In re Suchy)*, 786 F.2d 900, 902 (9th Cir.1985)).

Id. at 577.

Here, as stated in the Klaus Declaration, CMA will extensively advertise and conduct a public auction, which will be devoid of fraud, collusion, any “self-dealing,” or manipulation because any such sale will be an arm’s-length transaction between two unrelated parties. Based on the foregoing, the Trustee asserts that a successful buyer at the auction will be a good faith purchaser under Section 363(m) and as such, he is entitled to a good faith finding and the protections provided for in Section 363(m).

V

**THE COURT HAS THE DISCRETION TO AND SHOULD WAIVE THE 14 DAY
PERIOD FOR THE EFFECTIVENESS OF A SALE ORDER**

Rule 6004(h) provides: “[a]n order authorizing the use, sale, or lease of property other

1 than cash collateral is stayed until the expiration of 14 days after entry of the order, *unless the*
2 *court orders otherwise.*” Fed. R. Bankr. P. 6004(h) (emphasis added). The legislative history
3 provides:

4 “The court may, in its discretion, order that Rule 6004(h) is not applicable so
5 that the property may be used, sold, or leased immediately in accordance with
6 the order entered by the court. Alternatively, the court may order that the stay
7 under Rule 6004(h) is for a fixed period less than 14 days.”

8 The Trustee believes that, unless there are objections to this Motion that are not
9 consensually resolved, the protections afforded by Rule 6004(h) would be inapplicable to the
10 sale of the Vehicles and the Shares. Further, as set forth more fully above, the circumstances of
11 this case militate in favor of allowing the proposed sale to proceed as soon as possible.
12 Accordingly, the Trustee prays that the Court order that the proposed sale be effectuated
13 immediately upon entry of the order.

14 VI

15 THIS COURT SHOULD APPROVE THE EMPLOYMENT AND COMPENSATION OF

16 CMA AS THE AUCTIONEER UNDER SECTIONS 327, 328 and 330

17 Section 327, which governs employment of professional persons, provides, in part:

18 . . . the trustee, with the court’s approval, may employ one or more attorneys,
19 accountants, appraisers, auctioneers, or other professional persons, that do not hold or
20 represent an interest adverse to the estate, and that are disinterested persons, to
21 represent or assist the trustee in carrying out the trustee’s duties under this title.

22 11 U.S.C. § 327(a).

23 Section 328(a) provides, in part:

24 The trustee . . . with the court’s approval, may employ or authorize the
25 employment of a professional person under section 327 . . . on any reasonable
26 terms and conditions of employment, including on a retainer, on an hourly
27 basis, *on a fixed or percentage fee basis*, or on a contingent fee basis . . .

28 11 U.S.C. § 328(a) (emphasis added).

Rule 2014 mandates that a professional seeking approval of its employment by the
bankruptcy estate disclose “any proposed arrangement for compensation” and “all of the
person’s connections with the Debtor, creditors, any other party in interest, their respective
attorneys and accountants, [and] the United States Trustee.” All facts pertinent to a court’s

1 determination of whether the professional is disinterested or holds an interest adverse to the
2 estate must be disclosed. The professional is required to make a full, candid and complete
3 disclosure in its application for employment. *See In re Lotus Properties LP*, 200 B.R. 388, 391
4 (Bankr. C.D. Cal. 1996) (*citing In re Park Helena Corp.*, 63 F.3d 877, 880-82 (9th Cir. 1995));
5 *In re Gire*, 107 B.R. 739, 746 (Bankr. E.D. Cal. 1989); Fed. R. Bankr. P. 2014.

6 **A. CMA Does Not Hold an Interest Adverse to the Estate**

7 The phrase “adverse interest” is not statutorily defined. However, courts have stated
8 that a party will be deemed to hold or represent an “adverse interest” to the estate when it:
9 (1) possesses or asserts any economic interest that would tend to lessen the value of the
10 bankruptcy estate or that would create an actual or potential dispute in which the estate is a
11 rival claimant; or (2) possesses a predisposition under circumstances that render such a bias
12 against the estate. *Tevis v. Wilke, Fleury, Hoffelt, Gould & Birney (In re Tevis)*, 347 B.R. 679,
13 688 (9th Cir. BAP 2006); *In re Lee*, 94 B.R. 172, 177 (Bankr. C.D. Cal. 1989).

14 As evidenced by the Klaus Declaration, CMA has conducted a conflicts check on the
15 Debtor’s creditors. Based on the results of the conflicts check, and except as disclosed herein,
16 CMA believes that it does not: (a) hold or represent any interest adverse to the Debtor or this
17 Chapter 11 case that would impair its ability to objectively perform professional services for
18 the Debtor, in accordance with Section 327; or (b) have any connection with creditors and
19 other parties-in-interest relating to the Debtor or this Chapter 11 case. *Id.*

20 **B. CMA is Disinterested**

21 As evidenced by the Klaus Declaration, to the best of CMA’s knowledge, neither CMA
22 nor any of its employees:

- 23 1. is a creditor, an equity security holder, or an insider of the Debtor as of
24 the Petition Date;
- 25 2. is or was, within two years before the Petition Date, a director, officer or
26 employee of the Debtor; and
- 27 3. has an interest materially adverse to the interest of the estate or of any
28 class of creditors or equity security holders, by reason of any direct or indirect

1 relationship to, connection with or interest in the Debtor or for any other reason.

2 None of the professionals comprising or employed by CMA is related to any judge of
3 the United States Bankruptcy Court for the Central District of California, the Office of the
4 United States Trustee (“UST”), or to any person employed by the UST. *Id.* With the
5 exception of any fees or expenses that may be due to Bidspotter for its services, CMA has
6 agreed not to share with any person or entity any compensation received by CMA in this case,
7 except as among its members. *Id.* CMA has also reviewed and agreed to abide by the
8 Guidelines of the Office of the United States Trustee concerning standards for auctioneers. *Id.*

9 Based on the above, the Trustee believes that CMA meets the requirements to be
10 employed as an auctioneer of the Vehicles under Section 327. *Id.*

11 **C. CMA’s Proposed Compensation is Reasonable**

12 The Trustee further believes that CMA’s proposed compensation as set forth in the
13 Auction Contract is reasonable under Section 328 because the buyers of the Vehicles – not the
14 estate – are responsible for paying the 10% buyer’s premium to CMA, 3% of which CMA may
15 pay to Bidspotter for its services. The estate is only responsible for reimbursing CMA an
16 aggregate of \$24,871 for expenses incurred in connection with the auction and for transporting,
17 garaging and insuring the Vehicles. Therefore, the Trustee seeks approval of and authority to
18 pay CMA pursuant to the terms set forth in the Auction Contract.

19 **VII**

20 **CONCLUSION**

21 Based upon the foregoing, the Trustee respectfully requests that this Court grant the relief
22 herein requested.

23 DATED: April 17, 2013

/s/ Kavita Gupta

24 Kavita Gupta, Chapter 11 Trustee for the estate of
25 Dennis Ha

DECLARATION OF KAVITA GUPTA

I, Kavita Gupta, declare as follows:

1. I am the Chapter 11 Trustee of the estate of Dennis Ha, the debtor (“Debtor”).⁴

2. The facts stated herein are within my personal knowledge, and if called upon to testify to such facts, I could and would testify competently thereto.

3. On June 7, 2012 (the “Petition Date”), the Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code [Docket No. 1]. As of the Petition Date, the Debtor scheduled assets and liabilities totaling \$795,995 and \$2,465,064, respectively [Docket No. 20]. He scheduled a “[p]artnership interest in two Mercedes; AMG and SLR” with a fair market value of \$50,000 [Docket No. 22]. The Debtor did not schedule the 2006 Mercedes or the Shares.

4. On December 13, 2012, this Court issued an order appointing me as the Trustee [Docket No. 79]. Prior to my appointment, the Debtor’s estate contained insufficient income, or equity in the assets that could used to pay creditors [Docket No. 20].

5. During my investigation of the Debtor’s assets, I learned that contrary to the Debtor’s claim of a “partnership interest” in two Mercedes with a claimed fair market value of approximately \$50,000, the Debtor, using the funds of a suspended corporation, paid deposits in excess of seven times that amount - or \$350,000 - for the Vehicles, which had an aggregate purchase price in excess of \$690,000. The titles to these cars were placed in *solely* in the names of the Debtor’s relatives and paramours including, Kiet Cao (cousin), Binh A. Li (ex-wife), and Katie Dinh (girlfriend) (collectively, the “Defendants”).

6. Accordingly, I filed a complaint against the Debtor and the Defendants seeking, among other things, turnover of the Vehicles and the avoidance and recovery of fraudulent transfers. In late March 2013, the Debtor and the Defendants executed partial judgments in

⁴ Capitalized terms not otherwise defined shall have the meaning set forth in the Motion.

1 which they conceded to each and every claim for relief in the complaint regarding the Vehicles.
2 The Debtor and the Defendants subsequently turned over the Vehicles to the estate.

3 7. In reviewing the Vehicles' certificates of title, I determined that MBFS is the
4 sole secured creditor asserting an interest in the McLaren and Mercedes AMG. MBFS has
5 advised me that the aggregate amount of its liens in these vehicles is \$208,197 as of April 21,
6 2013. Since taking possession of the Vehicles on behalf of the estate, I have expended \$3,073
7 to transport them to a secure storage facility and approximately \$1,500 per month to garage and
8 insure the Vehicles against theft or loss.

9 8. The Debtor did not schedule the Shares. However, in reviewing the Debtor's tax
10 returns, I discovered that the Debtor was receiving dividends from Manulife based on his
11 ownership of shares in that entity. Therefore, I contacted Manulife and learned that the Debtor
12 owns 548 shares in Manulife (with an approximate liquidation value of \$8,000), which are not
13 encumbered by any liens or levies. I subsequently transferred the Shares into my name as
14 trustee of the bankruptcy estate.

15 9. During the last two months, I investigated several options for liquidating the
16 Vehicles including a cash sale, consignment and an auction. I received three purchase offers
17 ranging from \$299,999 to \$380,000, all of which were from retail car dealerships and/or
18 individuals seeking to resell the cars to consumers. I rejected the \$299,000 purchase offer
19 because it was significant below the market value for the Vehicles. The other two potential
20 buyers either withdrew the purchase offer or failed to provide me with evidence of its financial
21 ability to consummate the sale.

22 10. I ultimately concluded that a highly publicized auction offers the best means of
23 obtaining a favorable sale price for the following reasons. First, an auction will allow potential
24 buyers from around the country to bid for the Vehicles thereby increasing the competition and
25 sale prices for the Vehicles. Second, an auction will result in an immediate sale of the
26 Vehicles, thereby eliminating the bankruptcy estate's \$7,000 plus monthly carrying cost for
27 these assets. Although a consignment sale of the Vehicles could result in higher sale price, the

1 uncertainty of the timing of a sale coupled with the estate's monthly carrying costs for the
2 Vehicles would likely eliminate any such gain. Finally, CMA's \$375,000 estimated gross
3 auction value for the Vehicles is comparable to or higher than the \$299,000 offer that I
4 received.

5 11. I seek to sell the Shares through Computershare Trust Company, N.A.,
6 Manulife's transfer agent. As of April 16, 2013, the Shares are trading for approximately \$14
7 a share and the fee for selling the Shares is \$80.

8 12. After interviewing a number of auction firms, I determined that CMA, which has
9 over 25 years of experience in conducting auctions of estate property, offered the best
10 combination of experience and resources. CMA is a bonded auction company (Bond No.
11 005S103298464) and a member of the California State Auctioneer Society and the National
12 Auctioneers Association. Therefore, I entered into an Auction Contract with CMA, a copy of
13 which is attached as Exhibit "1" to the Klaus Declaration

14 13. As stated above, MBFS, the sole secured creditor listed on the certificates of title
15 for the McLaren and Mercedes AMG, *consents* to the proposed sale of the Vehicles and the
16 CMA's estimated gross auction value of \$375,000 exceeds the amount of the liens on those
17 vehicles.

18 14. I believe that ample business justification exists for approving the sale of
19 Vehicles and the Shares because these assets are not necessary for the Debtor's reorganization.
20 Moreover, if the Vehicles are not sold, they will continue to depreciate in value *and* cost the
21 estate an additional \$7,000 per month to garage and insure the Vehicles, which will only further
22 impede the estate's ability to pay its creditors. However, if the Vehicles and Shares are sold, I
23 have reasonable grounds to believe that the estate could secure approximately \$350,000 in net
24 sales proceeds, which could be used to make a distribution to the estate's creditors.

25 15. I seek authority to pay MBFS' liens on the McLaren and Mercedes AMG from
26 the sale proceeds. In exchange for such payment, MBFS has agreed to waive default interest.
27 Accordingly, the estate will benefit by not having to pay any default interest and the legal fees
28 that would otherwise be incurred in connection with contesting such payments under a plan of

DECLARATION OF CHARLES G. KLAUS

I, Charles G. Klaus, declare as follows:

1. I am an employee of Credit Management Association (“CMA”), the proposed auctioneer for Kavita Gupta, the Chapter 11 Trustee of the estate of Dennis Ha.⁵

2. The facts stated herein are within my personal knowledge, and if called upon to testify to such facts, I could and would testify competently thereto.

3. CMA is a bonded auction company (Bond No. 005S103298464) and a member of the California State Auctioneer Society and the National Auctioneers Association.

17. CMA has conservatively estimated that the amount of the gross auction value for the Vehicles is \$375,000. Attached hereto as Exhibit “1” is a true and correct copy of the Auction Contract (which includes the budget). The material terms of the Auction Contract are set forth below.⁶

Format	Onsite auction to be conducted by CMA with online bidding administered by Bidspotter
Date	Within two weeks after the entry of the order approving this Motion
Site	Exclusive Towing, 14451 Commerce Center Dr., Moreno Valley, CA
Assets	Vehicles
Marketing	CMA will advertise the auction on the internet, trade publications, local newspapers, “e-blasts” and post cards to targeted list of dealers and other interested parties. The online bidding will be administered by BidSpotter, which will allow potential buyers who are not on-site to participate in the auction, thereby maximizing the potential market for the Vehicles.
Reimbursement of Expenses	Auctioneer’s expenses incurred in connection with the auction in the approximate amount of \$12,450 and reimbursement of approximately \$7,320 for the cost of transporting, garaging and insuring the Vehicles through May 1, 2013.
Compensation	CMA will receive a 10% buyer’s premium of the gross proceeds from the sale from the successful buyers, not the estate.
Sale Terms	<ul style="list-style-type: none"> • CMA will sell the Vehicles on an “as is where is” basis, without

⁵ Capitalized terms not otherwise defined shall have the meaning set forth in the Motion.

⁶ The foregoing is only intended to be a summary of the relevant terms of the Auction Contract for the benefit of this Court and interested parties. The Auction Contract governs the rights and duties of the Trustee and CMA. In the event of any conflict between this summary and the terms of the Auction Contract, the terms of the Auction Contract shall control.

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	<p>any representations or warranties</p> <ul style="list-style-type: none"> • CMA shall provide the Trustee with an Auctioneers’ Report including a list of items sold, price of each item sold, buyer of each item, and gross sale proceeds. It shall also provide a settlement summary report, statement itemizing sale expense, copies of all marketing materials and expense receipts. • CMA will maintain insurance on the Vehicles, liability and fire insurance covering the auction site and worker’s compensation insurance for its employees
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4. Upon the approval of CMA’s employment, CMA will obtain a Special Purpose Auctioneer's Bond in the amount of \$400,000. The Auctioneer’s Bankruptcy Bond will be filed with the United States Bankruptcy Court – Santa Ana Division and a copy will be provided to the Office of the United States Trustee. I have also advised the Trustee the total value of all pending bankruptcy auctions in which CMA is involved in this district does not exceed CMA’s Bankruptcy Bond and liability insurance coverage and that CMA has liability insurance in the amount of \$2 million.

5. CMA has conducted a conflicts check on the Debtor’s creditors. Based on the results of the conflicts check, and except as disclosed herein, CMA believes that it does not: (a) hold or represent any interest adverse to the Debtor or this Chapter 11 case that would impair its ability to objectively perform professional services for the Debtor, in accordance with Section 327; or (b) have any connection with creditors and other parties-in-interest relating to the Debtor or this Chapter 11 case.

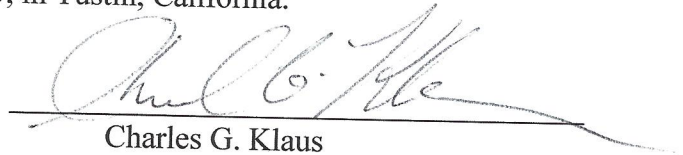
6. To the best of CMA’s knowledge, neither CMA nor any of its employees:
- a) is a creditor, an equity security holder, or an insider of the Debtor as of the Petition Date;
 - b) is or was, within two years before the Petition Date, a director, officer or employee of the Debtor; and
 - c) has an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the Debtor or for any other reason.

7. None of the professionals comprising or employed by CMA is related to any judge of the United States Bankruptcy Court for the Central District of California, the Office of

1 the United States Trustee (“UST”), or to any person employed by the UST. With the exception
2 of any fees or expenses that may be due to Bidspotter for its services, CMA has agreed not to
3 share with any person or entity any compensation received by CMA in this case, except as
4 among its members. CMA has also reviewed and agreed to abide by the Guidelines of the
5 Office of the United States Trustee concerning standards for auctioneers.

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

8 Executed this 16th day of April 2013, in Tustin, California.

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10 
11 Charles G. Klaus

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EXHIBIT 1

EXHIBIT 1

EXCLUSIVE AUTHORIZATION TO CONDUCT A PUBLIC AUCTION

Credit Management Association ("Auctioneer")

and

**Kavita Gupta, Chapter 11 Trustee for the estate of
Dennis Ha, Debtor, Case No. 8:12-bk-17113-CB
("Seller")**

agree as follows:

1. **REPRESENTATION: TERMS OF SALE:** Auctioneer shall represent Seller in connection with an online public auction sale (the "Auction") of the following (the "Assets"): **One 2009 Mercedes-Benz SL65 Class VIN: WDBSK79F19F158343; One 2009 Mercedes-Benz SLR McLaren VIN: WDDAK76F69M001930; and One 2006 Mercedes-Benz Class S600 VIN: WDBNG76J06A474123.**

2. **COMMISSION:** Auctioneer shall receive as its fee a 10% buyer's premium of the gross proceeds of the sale, which it shall collect from the successful bidders. CMA acknowledges that Seller has received a bid for purchase of the Assets ("Base Bid"), and the Base Bid has been allocated to each of the vehicle Assets. If no higher or better bids are received for the Assets, the Assets will be sold to the party making the Base Bid. Auctioneer will not be entitled to collect its buyer's premium if the Assets are sold for the Base Bid amount. Auctioneer will be entitled to collect from the successful bidder or bidders its buyer's premium if the Assets are sold for amounts greater than the allocated Base Bid.

3. **WARRANTIES:** The Assets shall be sold "as is, where is" and without warranty, and with such additional disclaimers of warranty or other disclaimers as Seller shall specify, excluding product that has in-place transferable maintenance agreements.

4. **ADVERTISING:** Auctioneer shall advance all funds necessary for advertising the Auction. The Auctioneer's estimated advertising expenses are set forth in the budget attached hereto as Exhibit A. All advertising expenses shall be reimbursed to the Auctioneer from the gross proceeds of the sale.

5. **LABOR, TRANSPORTATION, DIRECT COSTS:** Labor and sale preparation (which shall include pre-auction set up and post auction check out, preparation, moving and storage of assets for auction) shall require expenses as set forth in the budget attached hereto as Exhibit A. All expenses shall be reimbursed to the Auctioneer from the gross proceeds of the sale.

6. **SECURITY SERVICES:** Not applicable.

7. **SALES PRE OR POST AUCTION:** Auctioneer shall be entitled to an equal fee on each sale generated pre-Auction or post-Auction. Neither Auctioneer nor Seller shall accept a pre-Auction or post-Auction bid without mutual consent.

8. **COLLECTION AND DISBURSEMENT OF AUCTION PROCEEDS:** Auctioneer shall collect gross proceeds of the sale for deposit into a neutral depository maintained by Auctioneer. All

applicable sales taxes shall be paid out of such depository, and Seller shall be issued a check for all the net proceeds (defined as gross proceeds, less Auctioneer's fees, reimbursements subject to Paragraph 4, 5 and 6 above). All other expenses shall be reimbursed once the Auctioneer's report is submitted and approved by the bankruptcy court.

9. SCHEDULED DATE OF THE AUCTION AND LOCATION: The Auction shall be held on a date no later than two weeks after entry of the court order approving Auctioneer's employment.

10. BANKRUPTCY COURT APPROVAL: This agreement is subject to approval by the United States Bankruptcy Court for the Central District of California.

11. STANDARDS: The Auction shall be conducted in accordance with the professional standards and expectations of the auction industry, in accordance with Section 2328 of the California Uniform Commercial Code, Section 5.35 of the Penal Code and the provisions of the California Civil Code, and in accordance with all state, local and U.S. bankruptcy laws. However, Auctioneer does not guarantee that any sale will be made, and Auctioneer is not responsible in the event that a buyer fails to live up to its agreement.

12. PRE-SALE ESTIMATES: Seller acknowledges that pre-sale estimates are only that, and are no guarantee of price at auction.

13. INSURANCE: Auctioneer shall be responsible for maintaining all property insurance coverage pertaining to assets designed for auction, being transferred to auction sites and being stored at auction sites. Auctioneer shall also keep in force existing liability and fire insurance covering potential and existing auction sites. Auctioneer will carry Worker's Compensation insurance for its employees in compliance with all applicable state and local laws.

14. ATTORNEY'S FEES: If any action at law or in equity is brought to enforce the terms of this agreement, the prevailing party will be entitled to reasonable attorney's fees and expenses, including fees and expenses upon appeal.

15. INDEMNIFICATION: Seller agrees to indemnify and hold Auctioneer harmless from any and all liability and loss that Auctioneer may sustain as a result of claims, demands, costs or judgment, except those due to Auctioneer's willful conduct or misconduct or gross negligence, arising from or in connection with the Auction or advertising or the same including without limitation, sales tax claims, claims of creditors or Seller (or its customers) or affiliates or insiders of same.

16. MODIFICATIONS TO CONTRACT: This agreement constitutes the entire agreement concerning the subject matter hereof. No modification or waiver hereof shall be binding unless in writing and signed by or on behalf of both parties.

17. DISPUTE RESOLUTION: Any dispute, controversy or claim arising out of or relating to this contract, or breach thereof, that cannot be settled consensually among the parties hereto shall be subject to the jurisdiction of the United States Bankruptcy Court for the Central District of California.

Auctioneer employs only licensed and bonded California Auctioneers. The Auctioneer and the auction company have a bond on file with the California Secretary of State.

The undersigned accepts the foregoing under the described upon terms and conditions set forth and acknowledges a receipt of a copy.

Dated: _____

CREDIT MANAGEMENT ASSOCIATION
40 East Verdugo Ave., Burbank, CA 91502-1931
(818) 972-5349
("Auctioneer")

By: _____
David T. Macomber, Vice President & CFO

Kavita Gupta, Chapter 11 Trustee
("Seller")

By: _____

Title: _____

EXHIBIT A

In re: Kavita Gupta, Trustee for Dennis Ha
 Chapter 11 Case No. 8:12-bk-17113-CB
 Proposed Budget for Sale of Vehicles
 On Site and On Line Auction

Estimated Gross Auction Value: \$375,000

Costs:

1st attempt to pick up Vehicles	1,423.50
Move 3 Vehicles to Exclusive Towing 14451 Commerce Center Drive, Moreno Valley, CA 92553	1,650.00
Storage Charges 3 Vehicles From 1-22-13 thru 6-5-13	5,103.00
Insurance for 3 Vehicles Thru June 5, 2013	2,045.25
Bankruptcy Bond Premium	3,750.00
Bidspotter.com (Onsite & Online)	500.00
Advertising:	6,000.00
LA Times Ads	
LA Newspaper Group Ads	
Hemmings.com Individual listing w/Auction Tab	
Adwords post w/Keyword: Exact car make/model	
Facebook Posting Targeted toward those who like Mercedes over the age of 30	
HTML Email Blast to Luxury Car Dealers	
Detailing @ 3x100	300.00
Set-up & Preview Labor (1 person x 3 days x \$250)	750.00
Administrative/Acct (1 person x 2 days x \$250)	500.00
Auction Day Labor (3 persons x 1 day x \$250)	750.00
Checkout Labor (1 person x 2 days x \$250)	500.00
Mileage (auction staff)	600.00
Unforeseen Expenses	1,000.00
Total Estimated Costs	\$24,871.75

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: 18101 Von Karman Avenue, Suite 510, Irvine, CA 92612

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF MOTION AND MOTION FOR ORDER: (1) AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY FREE AND CLEAR OF LIENS AND ENCUMBRANCES; (2) APPROVING THE EMPLOYMENT AND COMPENSATION OF CREDIT MANAGEMENT ASSOCIATION AS AUCTIONEER; MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATIONS OF KAVITA GUPTA AND CHARLES G. KLAUS IN SUPPORT THEREOF** 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 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:

- Jeffrey S Benice jsb@jeffreybenice.com
- Crystal Bergstrom cbergstrom@judicialenforcement.com
- Frank Cadigan frank.cadigan@usdoj.gov
- Mark Domeyer mdomeyer@mileslegal.com
- Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com;mforsythe@goeforlaw.com
- Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- Kavita Gupta kgupta@guptaferrer.com, pj@winthropcouchot.com;chipp@winthropcouchot.com
- Kavita Gupta (TR) kgupta@guptaferrer.com
- Elizabeth A LaRocque kmurphy@goeforlaw.com, elarocque@goeforlaw.com
- Sean A O'Keefe sokeefe@okeefelc.com
- Ramesh Singh claims@recoverycorp.com
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) April 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 the method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) April 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.

- The Honorable Catherine Bauer, USBC, 411 West Fourth Street, Santa Ana, CA 92701

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 17, 2013 Kerry A. Murphy
Date Printed Name

/s/Kerry A. Murphy
Signature

Case 8:12-bk-17113-CB
In re Dennis Ha

Santa Ana Division
411 West Fourth Street, Suite 2030,
Santa Ana, CA 92701-4500

United States Trustee
411 West Fourth Street, Suite 9041
Santa Ana, CA 92701-8000

Dennis Ha
980 S. Jay Circle
Anaheim, 92808-2105

Kavita Gupta, Trustee
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