

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

<p>In re:</p> <p>PHILIP R. FLORES, JR. and KATHRYN S. FLORES,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 6:12-bk-31311-MH CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: 07/10/2013</p>	<p>Time: 11:00 am</p>
<p>Location: Courtroom 303, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501</p>	

Type of Sale: Public Private **Last date to file objections:** 06/26/2013

Description of property to be sold: Real Property located at 6623 Sevilla Place, Rancho Cucamonga, CA 91739

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 \$285,189.50, which includes (1) a bankruptcy fee "carve-out" of \$16,425 to be paid to the Estate, (2) \$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: \$ 285,189.50

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 \$10,000 over the consideration offered by the Buyer, or total consideration of \$295,189.50 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.

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

July 10, 2013 at 11:00 a.m.

Courtroom 303

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: 06/13/2013

1 **In re Philip R. Flores, Jr. and Kathryn S. Flores**
2 **Case No. 6:12-bk-31311-MH**

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 Philip R. Flores, Jr. and Kathryn S. Flores ("Debtors"), has filed a 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 6623 Sevilla
14 Place, Rancho Cucamonga, CA 91739 ("Property"). The Trustee has received an offer
15 from Rosemary Rocha ("Buyer") to purchase the Property free and clear of all liens for
16 total consideration of \$285,189.50, which includes (1) a bankruptcy fee "carve-out" of
17 \$16,425 to be paid to the Estate, (2) \$1,500 payment to the Estate for legal services
18 related to the sale, (3) real property taxes, (4) brokerage commissions, (5) closing costs,
19 and (6) other monetary obligations the Trustee on behalf of the Estate as the seller of
20 the Property would normally need to pay at the close of escrow¹. This is a true short
21 sale as the carve-out for the Estate and the other costs of sale will be from funds that
22 would otherwise go to the first trust deed holder on the Property based on the large debt
23 its owed.

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

28 _____
¹ 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 , N.A.
2 (“Wells Fargo”)² has requested that the Trustee file this Sale Motion. The Trustee
3 believes that Wells Fargo will have no objection to the sale as proposed (i.e. the lien of
4 Wells Fargo will be paid at the reduced amount agreed to by the lender as full
5 satisfaction of its lien, all approved costs will be paid through escrow and the Estate will
6 receive the benefit of a \$16,425 carve-out and reimbursement of legal fees of \$1,500.)

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

14 II. RELEVANT FACTS

15 A. Case Commencement

16 The Debtors commenced the instant bankruptcy case under Chapter 7 by filing a
17 Voluntary Petition on September 14, 2012 (“Petition Date”).

18 Lynda T. Bui is the duly appointed, qualified and acting Chapter 7 trustee for the
19 Debtors’ Estate.

20 B. The Property

21 The principal asset of the Estate is the Debtors’ interest in the Property located in
22 San Bernardino County at 6623 Sevilla Place, Rancho Cucamonga, CA 91739. The
23 Property is legally described as stated in the Preliminary Title Report dated
24

25
26 ² 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/World Savings and
Loan. The Trustee is advised that Wachovia has been acquired by Wells Fargo Bank, N.A.
The preliminary title report lists a third lien in favor of Cavalry Portfolio Services, LLC which was
not listed on the Debtors’ Bankruptcy Schedules.

1 April 5, 2013, a true and correct copy of which is attached as **Exhibit 1** to Declaration
2 of Lynda T. Bui annexed to the Sale Motion (“Bui Declaration”).

3 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: 6623 Sevilla Place, Rancho Cucamonga, CA 91739	\$351,491	Wells Fargo: \$338,668

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9 A true and correct copy of the Debtors’ bankruptcy schedules A and D are attached as
10 **Exhibit 2** to the Bui Declaration annexed to the Sale Motion..

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

13 On October 29, 2012, the Trustee filed an application to employ Kristian Peter of
14 San Diego REO Specials as her real estate broker (“Broker”) (“Employment
15 Application”) (docket number 16) to assist her with effectively listing and marketing the
16 Property for sale, as well as negotiating a short sale with the secured lender and sale
17 price to prospective buyers to provide a benefit to the Estate. The listing agreement
18 called for real estate commission to be paid of six percent of the sale price (includes
19 fees for short sale negotiation). The Employment Application was approved pursuant
20 to Court order entered on November 21, 2012 (docket number 19).

21 The Broker has more than ten years of experience in the sale of real property as
22 well as property valuations and is familiar with valuing real property in today’s economic
23 environment. The Broker listed the Property on the MLS for \$351,491. It was also
24 agreed that if no buyer was found, the Property listing price would be adjusted
25 accordingly.

26 The Property has been on the market for over eight months and while there has
27 been some interest in the Property, the Buyer’s offer is the only offer received thus far
28 by the Trustee.

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

7 **D. Liens and Encumbrances Against the Property and Their Proposed**
8 **Treatment Through the Sale**

9 The Trustee has reviewed the Preliminary Title Report attached as **Exhibit 1** to
10 the Bui Declaration annexed to the Sale Motion. From the Debtors' Schedules and the
11 Preliminary Title Report the Trustee believes that the total liens against the Property
12 exceed \$378,000. The following chart sets forth and accounts for all of the recorded
13 liens and encumbrances against the Property described in the Preliminary Title Report
14 and their proposed treatment through the sale:

<u>Creditor</u> ³	<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	\$601.78	\$601.78	All outstanding real property taxes will be paid in full through escrow on the sale transaction

25 _____
26 ³ 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/World Savings and
Loan. The Trustee is advised that Wachovia has been acquired by Wells Fargo Bank, N.A.
The preliminary title report lists a third lien in favor of Cavalry Portfolio Services, LLC which was
not listed on the Debtors' Bankruptcy Schedules.

<u>Creditor</u> ³	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Proposed Payout Amount</u>	<u>Treatment of Lien Through the Sale</u>
Wells Fargo	First priority deed of trust (recorded October 24, 2006). A payoff statement received from Wells Fargo, a true and correct copy of which is attached to the Bui Declaration as Exhibit 3 , indicates the amount owed is \$369,768.83.	\$369,768.83	\$242,548.87	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 not attach to the sale proceeds.
Calvary Portfolio Services, LLC	Abstract of Judgment (recorded November 29, 2010) in the amount of \$8,767.39.	\$8,767.39	\$.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 total consideration of \$285,189.50, which includes (1) a bankruptcy fee “carve-out” of \$16,425 to be paid to the Estate, (2) \$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 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

1 continuing obligation to the secured parties⁴. This is a true short sale as the carve-out
2 for the Estate and the other costs of sale will be from funds that would otherwise go to
3 the first trust deed holder on the Property based on the large debt its owed.

4 Attached as **Exhibit 4** to the Bui Declaration annexed to the Sale Motion is a true
5 and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions
6 and Counter Offers and related addendum (collectively, the "Agreement") for which the
7 Trustee is seeking Court approval. Attached as **Exhibit 5** to the Bui Declaration
8 annexed to the Sale Motion is a true and correct copy of the HUD-1 estimated
9 settlement statement for the transaction.

10 A summary⁵ of the terms and highlights of the Agreement between the Trustee
11 and the Buyer are discussed below:

13 Buyer:	Rosemary Rocha, 5075 Biltmore St., San Diego, CA 92117
14 Purchase Price:	\$263,500, plus a carve-out payment of \$16,425 to the Estate and \$1,500 to the Estate for legal services related to the sale. 15 The Trustee is proposing that the senior lienholder, Wells Fargo, agree to reduce its loan balance by an amount sufficient to permit the proceeds of the sale to pay the lender's loan balance (as reduced), real property taxes, brokerage commissions, 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 lender. 16 17 18 19 Cash to be paid by the Buyer at closing – the total consideration to be paid by the Buyer is \$285,189.50.
20 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 possible after Court approval of the sale.

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27 ⁴ Although the holder of any junior liens may still have general unsecured claims against the Estate for the amounts that are not paid.

28 ⁵ 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"> • Outstanding real property taxes shall be paid (estimated at \$601.78).⁷ • \$242,548.87 to Wells Fargo in full satisfaction of its first priority lien. • 6% broker's commission, or \$15,810, 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 \$9,222.50 and Buyer's real estate broker, Ericka Rojas of Summit Realty Group in the amount of \$6,587.50. • \$16,425 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. • \$1,500 to the Estate for legal services related to the sale. • 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. • Payment of the balance of the sale proceeds, if any, to the senior lienholder, Wells Fargo Bank.
<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 at 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>

⁶ 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.

⁷ 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.

<p>1 Terms of Sale - Free 2 and Clear of Liens and 3 Encumbrances</p>	<p>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.</p> <p>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, if any, (but excluding the Estate's carve-out amount of \$16,425 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</p>
<p>4 Terms of Sale - Good 5 Faith Finding</p>	<p>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.</p>
<p>6 Terms of Sale - Waiver 7 of Rule 6004(h)</p>	<p>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.</p>

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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
18 Estate and Wells Fargo to permit all interested parties to receive information and bid for
19 the Property instead of selling the Property to the Buyer on an exclusive basis.
20 Accordingly, in order to obtain the highest and best offer for the benefit of the creditors
21 of this Estate, the Trustee also seeks Court approval of the following bidding procedures
22 ("Bidding Procedures"):

- 23 • Potential overbidders must bid an initial amount of at least \$10,000 over
24 the consideration offered by the Buyer, or total consideration of \$295,189.50 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.
28 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.

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

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

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

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

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

• If overbids are received, the final bidding round for the Property shall be
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

1 back-up bidder approved by the Court at the hearing on the Sale Motion (“Second Back-
Up Bidder”).

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3 **G. Tax Consequences**

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5 This is a short sale. The sale will be for less than the Debtors’ original purchase
6 price and improvement costs attributed to the Property. It is anticipated that there will
7 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 13, 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**
- **Joe M Lozano notice@NBSDefaultServices.com Attorney for Wells Fargo Bank NA**
- **Dale Parham wptmrv@4bankruptcy.com Attorney for the Debtors**
- **Avi Schild bk@atlasacq.com NEF for Interested Party**
- **United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov Office of the United States Trustee**

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **June 13, 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 13, 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 Mark Houle
3420 Twelfth Street – Bin Outside Courtroom 303
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 13, 2013
Date

Lorre Clapp
Printed Name

/s/ Lorre Clapp
Signature

U.S. MAIL SERVICE LIST

Buyer

Rosemary Rocha
5075 Biltmore St.
San Diego, CA 92117

Buyer's Broker

Summit Realty Group
Erika Rojas
177 Riverside Ave
Newport Beach, CA 92663

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 – RFSN Address

Wells Fargo Bank, NA
PO Box 659568
San Antonio, TX 78265-9568

Brice Vander Linden & Wernick PC
Attn Joe M. Lozano, Jr.
9441 LBJ Freeway, Suite 350
Dallas, TX 75243

Attorney for Secured Party – Cavalry Portfolio Services, LLC

Winn Law Group, APC
Brian N. Winn, Esq.
Laura M. Hoalst, Esq.
John E. Gordon, Esq.
Stephen S. Zeller, Esq.
Casey M. Jensen, Esq.
110 E Wilshire Ave Suite 212
Fullerton, CA 92832

CONTINUED ON FOLLOWING PAGE

U.S. MAIL SERVICE LIST CONTINUED.

DEBTOR

PHILIP R FLORES JR.
6623 SEVILLA PL.
RANCHO CUCAMONGA, CA 91739-1504

DEBTOR

KATHRYN S FLORES
6623 SEVILLA PL.
RANCHO CUCAMONGA, CA 91739-1504

ATTORNEYS FOR THE DEBTOR

DALE PARHAM, ESQ.
WINTERBOTHAM PARHAM TEEPLE A PC
4371 LATHAM ST STE 105
RIVERSIDE, CA 92501

INTERESTED PARTY

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

REQUEST FOR NOTICE

WELLS FARGO BANK, N.A.
PO BOX 659568
SAN ANTONIO, TX 78265-9568

COURT NOTICING MATRIX

ALLY
PO BOX 130424
ROSEVILLE, MN 55113

COURT NOTICING MATRIX

ALPHA RECOVERY CORP
5660 GREENWOOD PLAZA BLVD.
SUITE 101
ENGLEWOOD, CO 80111

COURT NOTICING MATRIX

ATLAS ACQUISITIONS LLC
249 UNION ST.
HACKENSACK, NJ 07601-4303

COURT NOTICING MATRIX

BANK OF AMERICA
ATTENTION: RECOVERY DEPARTMENT
4161 PEIDMONT PKWY.
GREENSBORO, NC 27410

COURT NOTICING MATRIX

BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998

COURT NOTICING MATRIX

BANK OF THE WEST
ATTN: BANKRUPTCY
PO BOX 5172
SAN RAMON, CA 94583

COURT NOTICING MATRIX

CALVARY PORTFOLIO SERVICES
ATTENTION: BANKRUPTCY DEPARTMENT
500 SUMMIT LAKE DR. SUITE 400
VALHALLA, NY 10595

COURT NOTICING MATRIX

CAPITAL MANAGEMENT
726 EXCHANGE ST #700
BUFFALO, NY 14210

COURT NOTICING MATRIX

CALVARY PORTFOLIO SERVICES , LLC
500 SUMMIT LAKE DRIVE SUITE 400
VALHALLA, NY 10595-2322

COURT NOTICING MATRIX

DSNB MACYS
PO BOX 8218
MASON, OH 45040

COURT NOTICING MATRIX

FTB
SPECIAL PROCEDURES
P.O. BOX 2952
SACRAMENTO, CA 95812

COURT NOTICING MATRIX

GEMB/CHEVRON
ATTENTION: BANKRUPTCY
PO BOX 103104
ROSWELL, GA 30076

COURT NOTICING MATRIX

HSBC/MASTERCARD
PO BOX 3425
BUFFALO, NY 14240

COURT NOTICING MATRIX

HSBC/BSBUY
PO BOX 5253
CAROL STREAM, IL 60197

RETURN TO SENDER - NO SUCH NUMBER

COURT NOTICING MATRIX
IRS
BK DIV 24000
P.O. BOX 30213
LAGUNA NIGUEL, CA 92697

RETURN TO SENDER - NOT DELIVERABLE

AS ADDRESSED
COURT NOTICING MATRIX
LVNV FUNDING LLC
PO BOX 740281
HOUSTON, TX 77274

COURT NOTICING MATRIX

MIDLAND FUNDING
8875 AERO DR STE 200
SAN DIEGO, CA 92123

COURT NOTICING MATRIX

NATIONWIDE CREDIT INC.
2002 SUMMIT BLVD. STE 600
ATLANTA, GA 30319-1559

COURT NOTICING MATRIX

SVO PORTFOLIO SERVICES
ATTN: LOAN SERVICING ADMINISTRATION
9002 SAN MARCH COURT
ORLANDO, FL 32819

COURT NOTICING MATRIX

WACHOVIA MORTGAGE/WORLD
SAVINGS AND LOAN
ATTN: BANKRUPTCY DEPT.(T7419-015)
PO BOX 659558
SAN ANTONIO, TX 78265

COURT NOTICING MATRIX

WELLSFARGO
800 WALNUT ST
DES MOINES, IA 50309

COURT NOTICING MATRIX

WINN LAW GROUP
110 E. WILSHIRE AVENUE, STE. 212
FULLERTON, CA 92832

NOTICE PURPOSES

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