

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Leonard M. Shulman - Bar No. 126349 Melissa Davis Lowe, Bar No. 245521 SHULMAN HODGES & BASTIAN LLP 8105 Irvine Center Drive, Suite 600 Irvine, CA 92618 949-340-3400 949-340-3401  lshulman@shbllp.com; mlowe@shbllp.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Howard B. Grobstein, Chapter 7 Trustee	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA - Riverside Division**

In re: GLEN LEE KENDALL     Debtor(s).	CASE NO.: 6:13-bk-23778-MH CHAPTER: 7  <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<b>Sale Date:</b> April 2, 2014	<b>Time:</b> 11:00 am
<b>Location:</b> Courtroom 303, 3420 Twelfth Street, Riverside CA 92501	

**Type of Sale:**  Public  Private      **Last date to file objections:** March 19, 2014

**Description of property to be sold:** The Trustee has agreed with the Debtor for the Debtor to purchase the equity in both his residence located at 22250 Lark Street, Grand Terrace, CA ("Residence") and a 2005 Chevy Silverado 2500 HD Regular Cab ("Vehicle" and collectively, the "Property").

**Terms and conditions of sale:** See attached Sale Motion

**Proposed sale price:** collective sum of \$16,000

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

CHAPTER 7 TRUSTEE'S NOTICE AND MOTION FOR ORDER  
APPROVING THE SALE OF REAL PROPERTY AND PERSONAL PROPERTY

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address Leonard M. Shulman - Bar No. 126349 Melissa Davis Lowe - Bar No. 245521 SHULMAN HODGES &amp; BASTIAN LLP 8105 Irvine Center Drive, Suite 600 Irvine, CA 92618 949-340-3400 949-340-3401  lshulman@shbllp.com; mlowe@shbllp.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Howard B. Grobstein, Chapter 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
<p style="text-align: center;"><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE</b></p>	
<p>In re: GLEN LEE KENDALL</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 6:13-BK-23778-MH CHAPTER: 7</p> <p><b>NOTICE OF MOTION FOR:</b> ORDER APPROVING THE SALE OF REAL PROPERTY AND PERSONAL PROPERTY AND GRANTING RELATED RELIEF</p> <p><b>(Specify name of Motion)</b></p> <p>DATE: April 2, 2014 TIME: 11:00 am COURTROOM: 303 PLACE: 3420 Twelfth Street, Riverside CA</p>

1. TO (specify name): HONORABLE MARK D. HOULE AND ALL INTERESTED PARTIES
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

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

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 2/24/2014

SHULMAN HODGES & BASTIAN LLP

Printed name of law firm

/s/ Melissa Davis Lowe

Signature

MELISSA DAVIS LOWE

Printed name of attorney

Overbid procedure (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 2/24/2014

1 Leonard M. Shulman – Bar No. 126349  
Melissa Davis Lowe – Bar No. 245521  
2 **SHULMAN HODGES & BASTIAN LLP**  
8105 Irvine Center Drive, Suite 600  
3 Irvine, California 92618  
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5 Attorneys for Howard B. Grobstein, Chapter 7 Trustee

6  
7  
8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

10  
11 In re

12 **GLEN LEE KENDALL,**

13 Debtors.

Case No. 6:13-BK-23778-MH

Chapter 7

**CHAPTER 7 TRUSTEE’S MOTION FOR  
ORDER APPROVING THE SALE OF  
REAL PROPERTY AND PERSONAL  
PROPERTY AND GRANTING RELATED  
RELIEF; MEMORANDUM OF POINTS  
AND AUTHORITIES AND DECLARATION  
OF HOWARD B. GROBSTEIN IN  
SUPPORT THEREOF**

**Hearing:**

Date: April 2, 2014

Time: 11:00 a.m.

Place: Courtroom 303

United States Bankruptcy Court  
3420 Twelfth Street, Riverside, CA

1 **TO THE HONORABLE MARK D. HOULE, UNITED STATES BANKRUPTCY JUDGE;**  
2 **OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED PARTIES:**

3 **I. SUMMARY OF ARGUMENT**

4 Howard B. Grobstein, the Chapter 7 trustee (“Trustee”) for the bankruptcy estate  
5 (“Estate”) of Glenn Lee Kendall (“Debtor”), brings this Motion for Order Approving the Sale of  
6 Real Property and Personal Property and Granting Related Relief (“Sale Motion”).

7 The Trustee has agreed with the Debtor for the Debtor to purchase the equity in both his  
8 residence located at 22250 Lark Street, Grand Terrace, CA (“Residence”) and a 2005 Chevy  
9 Silverado 2500 HD Regular Cab (“Vehicle” and collectively, the “Property”) for the collective  
10 sum of \$16,000. It is difficult at this point to determine the percentage of distribution to  
11 unsecured creditors given that the claims bar date has not yet been set, but the Trustee believes  
12 that if he were to sell the Property, the costs of sale and other costs of administration would  
13 eliminate any additional equity which might be achieved over and above the \$16,000 that will be  
14 paid by the Debtor. As such, the Trustee believes there is no benefit to the alternative of selling  
15 the Property on the open market.

16 For these reasons which will be discussed below, the Trustee requests the Court grant this  
17 Motion in full.

18 **II. BACKGROUND INFORMATION**

19 **A. Case Commencement.**

20 On August 13, 2013, the Debtor filed a voluntary petition under Chapter 7 of the  
21 Bankruptcy Code. Howard B. Grobstein is the duly appointed, qualified and acting Chapter 7  
22 trustee in the Debtor’s bankruptcy case.

23 **B. The Property.**

24 In his bankruptcy schedules, Schedule A, the Debtor listed the Residence as an asset of  
25 the Estate. In his Bankruptcy Schedule A, Debtor valued the Residence at \$188,397 although the  
26 Trustee engaged a real estate broker who believes the Residence can be sold for up to \$220,000.  
27 The Debtor listed secured debt against the Residence on Schedule D in the amount of \$156,829.  
28 The Debtor further claimed an exemption against the Residence in the amount of \$20,000 under

1 Code of Civil Procedure §703.140(b)(5). A true and correct copy of the Debtor’s bankruptcy  
2 schedules is attached to the Grobstein Declaration as **Exhibit “1.”**

3 In addition, the Debtor’s Schedule B listed the Vehicle as an asset of the Estate. Schedule  
4 B valued the Vehicle at \$12,200. Debtor’s Schedule C further listed an exemption against the  
5 Vehicle in the amount of \$7,775 pursuant to Cal. Code Civ. Pro §703.140(b)(2) and (b)(5).

6 **C. The Offer for the Purchase of the Equity in the Property.**

7 The Trustee and the Debtor have agreed that the Debtor will purchase the equity in the  
8 Property for the total sum of \$16,000 with \$13,000 to be paid immediately and the other \$3,000  
9 to be paid in six months. Attached as **Exhibit “2”** to the Grobstein Declaration is a true and  
10 correct copy of the Sale Agreement (collectively, the “Agreement”).

11 A summary of the Agreement’s terms and highlights are discussed below, but the  
12 summary and discussion are not meant to be a complete review of every provision of the  
13 Agreement. The Agreement itself is the legally binding document the Trustee seeks approval of,  
14 and in the event of any inconsistency between the terms, provisions or effect of the Agreement  
15 and the description of it in these pleadings, the Agreement alone shall govern and not these  
16 pleadings or the descriptions herein.

17 In summary, the principal terms of the sale of the Property shall be as follows (the  
18 Trustee is referred to at all times as the “Seller” in the following summary):

19 1. The Debtor shall pay to the Trustee the sum of Sixteen Thousand Dollars  
20 (\$16,000.00) (“Payment”) to settle all claims regarding the Property. The Payment shall consist  
21 of two payments as set forth below.

22 a. The sum of Thirteen Thousand Dollars (\$13,000.00) to be paid within five  
23 (5) days after the entry of an order approving this Agreement.

24 b. The sum of Three Thousand Dollars (\$3,000.00) to be paid by no later  
25 than August 1, 2014.

26 2. All such sums shall be paid in cash or other immediately available funds (“Good  
27 Funds”). If made by check, it should be made payable to “Howard B. Grobstein, Chapter 7  
28 Trustee.”

3. In the event Debtor fails to timely make any of the payments discussed above, the  
Trustee shall give written notice of default to Debtor by sending notice to his counsel Daniel  
King at djyking@gmail.com. Following the date of such notice, Debtor shall have a grace

1 period of five (5) business days within which to cure the default.

2 a. Concurrently with the execution of the Agreement, the Debtor will  
3 provide the Trustee an originally executed Quitclaim Deed to the Property. Trustee's  
4 counsel shall hold the original Quitclaim Deed until: (1) the Payment is made in full at  
5 which time counsel will return the Quitclaim Deed to the Debtor; or (2) Debtor fails to  
6 cure any default at which time the Trustee may record the Quitclaim Deed pursuant to  
7 Paragraph 2.2.2 below.

8 b. In the event that Debtor should fail to cure any default, the Trustee may  
9 record the Quitclaim Deed and may immediately proceed to sell the Property pursuant to  
10 Bankruptcy Code Section 363 with no further notice.

11 4. The parties acknowledge that the operation of the law has placed the Trustee in a  
12 unique role as the Seller of the Property. Due to the nature of the Trustee's role in administering  
13 the Estate, there are limitations as to the extent, type and character of the Agreement under which  
14 the Trustee can convey the Property. The Trustee proposes to sell the Property under certain  
15 limitations. The parties acknowledge that they understand the terms under which the Property is  
16 to be conveyed may vary substantially from the normal customs and trade within the real estate  
17 industry. Except where expressly mandated by operation of law, the Buyer consents to any such  
18 modifications and amendments.

19 5. The Buyer acknowledges that the Trustee is acting in his official capacity only.  
20 No personal liability shall be sought or enforced against the Trustee with regard to the  
21 Agreement, the Property, or the physical condition of the Property. In the event that the Trustee  
22 fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability  
23 is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and  
24 after the closing of escrow, the United States Bankruptcy Court shall have and retain the sole and  
25 exclusive jurisdiction over the Property and the Agreement; and all disputes arising before and  
26 after closing shall be resolved in said Court. Further, the Trustee has agreed that if a dispute  
27 arises, such dispute may initially be resolved through the Mediation Program pending in the  
28 United States Bankruptcy Court for the Central District of California.

6. The Buyer understands the terms and conditions of the entire purchase contract  
and holds the Estate and the brokers, agents, Howard B. Grobstein, Trustee, and his attorneys  
including Shulman Hodges & Bastian LLP, agents and employees, harmless from any liabilities  
arising from the Agreement.

7. Any and all disputes which involve in any manner the Estate or Howard B.  
Grobstein, Trustee, arising from the Agreement or relating in any manner to the Property, shall  
be resolved only in the United States Bankruptcy Court, Central District of California.

The Trustee does not anticipate any adverse tax consequences to the Estate from the  
proposed equity buyback sale proposed herein.

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1 **III. ARGUMENT**

2 **A. The Court May Authorize the Sale of Assets When There is a Good Faith**

3 **Purchaser.**

4 The Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b).  
5 The standards to establish are that there is a sound business purpose for the sale, that the sale is  
6 in the best interests of the estate, i.e., the sale is for a fair and reasonable price, that there is  
7 accurate and reasonable notice to creditors, and that the sale is made in good faith. *In re Wilde*  
8 *Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d  
9 1063, 1069 (2d Cir. 1983). Business justification would include the need to close a sale to one of  
10 very few serious bidders where an asset has been shopped and a delay could jeopardize the  
11 transaction. *See, e.g., In re Crowthers McCall Pattner, Inc.*, 114 B.R. 877, 885 (Bankr. S.D.N.Y.  
12 1990) (extreme difficulty finding a buyer justified merger when buyer found). The Trustee's  
13 proposed sale of Property meets the foregoing criteria.

14 1. **Sound Business Purpose.**

15 The Ninth Circuit has adopted a flexible, case-by-case test to determine whether the  
16 business purpose for a proposed sale justifies disposition of property of the estate under Section  
17 363(b). *In re Walter*, 83 B.R. 14 (B.A.P. 9th Cir. 1988). In *Walter*, the Ninth Circuit, adopting  
18 the reasoning of the Fifth Circuit in *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir.  
19 1986), and the Second Circuit in *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983), set forth the  
20 following standard to be applied under Bankruptcy Code Section 363(b):

21 Whether the proffered business justification is sufficient depends  
22 on the case. As the Second Circuit held in *Lionel*, the bankruptcy  
23 judge should consider all salient factors pertaining to the  
24 proceeding and, accordingly, act to further the diverse interests of  
25 the debtor, creditors and equity holders, alike. He might, for  
26 example, look to such relevant factors as the proportionate value of  
27 the assets to the estate as a whole, the amount of lapsed time since  
28 the filing, the likelihood that a plan of reorganization will be  
proposed and confirmed in the near future, the effect of the  
proposed disposition on future plans of reorganization, the  
proceeds to be obtained from the disposition vis-a-vis any  
appraisals of the property, which of the alternatives of use, sale or  
lease the proposal envisions and, most importantly perhaps,

1 whether the asset is increasingly or decreasing in value. This list is  
2 not intended to be exclusive, but merely to provide guidance to the  
3 bankruptcy judge.

3 *Walter*, 83 B.R. at 19-20 (quoting *Continental*, 780 F.2d at 1226).

4 Here, the facts surrounding the sale of the Property support the Trustee's business  
5 decision that the proposed sale is in the best interests of the estate and its creditors. Through the  
6 sale, the Trustee will receive \$16,000 from the Debtor. Such proceeds will benefit the Estate by  
7 providing funds for distribution to creditors. If the Sale Motion is not approved, then there will  
8 be a substantial loss to the Estate. In such event, the Estate will not receive any benefit from the  
9 Property. The Trustee does not expect any adverse tax consequences from the sale of the  
10 Property.

11 If the Trustee decided to sell the Property on the open market, it appears the Residence  
12 has equity of approximately \$28,000 (assuming it does actually sell for \$220,000 but it could be  
13 less) and the Vehicle has equity of approximately \$2,000. If the Residence or the Vehicle cannot  
14 be sold for its estimated value, the proceeds to the Estate could be much less. In order to avoid  
15 this uncertainty, the Trustee has agreed to sell the equity in the Property to the Debtor.

16 Therefore, the Trustee respectfully submits that, if this Court applies the good business  
17 reason standard suggested by the Second Circuit in *Lionel*, the sale should be approved.

18 2. The Sale Serves the Best Interests of the Estate and Creditors.

19 The Trustee believes that it would be in the best interest of the Estate and its creditors to  
20 sell the Property. The benefits to the Estate, as set forth above, are tremendous due to the funds  
21 to be generated from the sale. If the Sale Motion is not approved, the Estate will not receive  
22 \$16,000. The Trustee does not want to lose this beneficial business opportunity. Thus, the  
23 Trustee has made a business decision that it is in the best interest of the creditors of the Estate  
24 that this Sale Motion be approved.

25 3. Accurate and Reasonable Notice.

26 It is expected that notice of this Sale Motion will satisfy the requirements for accurate  
27 and reasonable notice and will be appropriate under the emergency circumstances of this case.

28 ///

1 The notice requirements for sales are set forth in Federal Rule of Bankruptcy Procedure  
2 (“FRBP”) 6004 and 2002. The notice must include the time and place of any public sale, the  
3 terms and conditions of any private sale, the time fixed for filing on objections and a general  
4 description of the property. Fed. R. Bankr. P. 2002(c)(1).

5 In compliance with FRBP 2002 and Bankruptcy Code Section 102(1), the Trustee shall  
6 provide notice of the proposed sale of the Property to creditors and parties in interest. The  
7 Notice of Sale Motion will include a summary of the terms and conditions of the proposed sale,  
8 the time fixed for filing objections, and a general description of the Property. The Trustee  
9 submits that the notice requirements will have been satisfied, thereby allowing creditors and  
10 parties in interest an opportunity to object to the sale. Hence, no further notice should be  
11 necessary.

12 4. The Sale is Made in Good Faith.

13 The proposed sale has been brought in good faith and has been negotiated on an “arms  
14 length” basis.

15 The court, in *Wilde Horse Enterprises*, set forth the factors in considering whether a  
16 transaction is in good faith. The court stated:

17 ‘Good faith’ encompasses fair value, and further speaks to the  
18 integrity of the transaction. Typical ‘bad faith’ or misconduct,  
19 would include collusion between the seller and buyer, or any  
20 attempt to take unfair advantage of other potential purchasers. . . .  
And, with respect to making such determinations, the court and  
creditors must be provided with sufficient information to allow  
them to take a position on the proposed sale.

21 *Id.* at 842 (citations omitted).

22 In the present case, the negotiation of the proposed sale was an arms-length transaction.  
23 As set forth in the Notice of the Sale Motion, the creditors will have been provided with  
24 sufficient notice of the sale. Accordingly, the sale is in good faith and should be approved.

25 **B. The Court has the Authority to Waive the Fourteen-Day Stay of Sale.**

26 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the  
27 use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days  
28 after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P. 6004. The

1 Trustee desires to close the sale of the Property as soon as practicable after entry of an order  
2 approving the sale. Accordingly, the Trustee requests that the Court, in the discretion provided it  
3 under Federal Rule of Bankruptcy Procedure 6004(h), waive the fourteen-day stay requirement.

4 **IV. CONCLUSION**

5 Based upon the foregoing, the Trustee respectfully submits that good cause exists for  
6 granting the Sale Motion and requests that the Court enters an order as follows:

7 1. Authorizing the Trustee to sell the Property to the Debtor pursuant to the terms  
8 and conditions as set forth in the Agreement attached as **Exhibit "2"** to the Grobstein  
9 Declaration.

10 2. Authorizing the Trustee to sign any and all documents convenient and necessary  
11 in pursuit of the sale as set forth above, including but not limited to any and all conveyances  
12 contemplated by the Agreement attached as **Exhibit "2"** to the Grobstein Declaration.

13 3. Waiving the fourteen (14) day stay of the order approving the sale of the Property  
14 under Federal Rule of Bankruptcy Procedure 6004(h).

15 4. For such other and further relief as the Court deems just and proper under the  
16 circumstances of this case.

17  
18 Respectfully submitted,  
19 **SHULMAN HODGES & BASTIAN LLP**

20  
21 Dated: February 24, 2014

22 /s/ Melissa Davis Lowe  
23 Leonard M. Shulman  
24 Melissa Davis Lowe  
25 Attorneys for Howard B. Grobstein, Chapter 7 Trustee  
26  
27  
28

**DECLARATION OF HOWARD B. GROBSTEIN**

I, Howard B. Grobstein, declare and state as follows:

1. The matters stated herein are true and correct and within my personal knowledge. If called as a witness, I could and would competently testify thereto. I am the Chapter 7 trustee for the bankruptcy estate of Glen Lee Kendall.

2. I make this Declaration in support of my Motion for an Order Approving the Sale of Personal Property and Real Property and Granting Related Relief ("Motion"). Unless otherwise noted, capitalized terms herein have the meaning as set forth in the Motion.

3. I have read and I am aware of the contents of the Motion and the accompanying Memorandum of Points and Authorities. The facts stated in the Motion and the Memorandum of Points and Authorities are true to the best of my knowledge. All capitalized terms herein have the same meaning set forth in the Motion unless otherwise noted.

4. In his bankruptcy schedules, Schedule A, the Debtor listed the Residence as an asset of the Estate. In his Bankruptcy Schedule A, Debtor valued the Residence at \$188,397 although I engaged a real estate broker who believes the Residence can be sold for up to \$220,000. The Debtor listed secured debt against the Residence on Schedule D in the amount of \$156,829. The Debtor further claimed an exemption against the Residence in the amount of \$20,000 under Code of Civil Procedure § 703.140(b)(5). A true and correct copy of the Debtor's bankruptcy schedules is attached hereto as **Exhibit "1."**

5. In addition, the Debtor's Schedule B listed the Vehicle as an asset of the estate. Schedule B valued the Vehicle at \$12,200. Debtor's Schedule C further listed an exemption against the Vehicle in the amount of \$7,775 pursuant to Cal. Code Civ. Pro § 703.140(b)(2) and (b)(5).

6. I received an offer from the Debtor to purchase the equity in the Property for the total sum of \$16,000. Attached hereto as **Exhibit "2"** is a true and correct copy of the Agreement.

7. Through the sale, I will receive the sum of \$16,000. The proceeds will benefit the Estate by providing funds for distribution to creditors.



**EXHIBIT 1**

B6 Summary (Official Form 6 - Summary) (12/07)

**United States Bankruptcy Court  
Central District of California**

In re Glen Lee Kendall  
Debtor

Case No. \_\_\_\_\_

Chapter 7

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	188,397.00		
B - Personal Property	Yes	4	32,335.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		169,641.08	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	1		17,083.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			3,789.89
J - Current Expenditures of Individual Debtor(s)	Yes	2			3,784.49
Total Number of Sheets of ALL Schedules		14			
Total Assets			220,732.00		
				Total Liabilities	186,724.08

Form 6 - Statistical Summary (12/07)

**United States Bankruptcy Court  
 Central District of California**

In re **Glen Lee Kendall**  
 Debtor

Case No. \_\_\_\_\_

Chapter 7

**STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)**

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

**This information is for statistical purposes only under 28 U.S.C. § 159.**

**Summarize the following types of liabilities, as reported in the Schedules, and total them.**

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	0.00

**State the following:**

Average Income (from Schedule I, Line 16)	3,789.89
Average Expenses (from Schedule J, Line 18)	3,784.49
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	722.67

**State the following:**

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		12,812.08
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	0.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		17,083.00
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		29,895.08

B6A (Official Form 6A) (12/07)

In re Glen Lee Kendall

Case No. \_\_\_\_\_

Debtor

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Single Family Home Located at 22250 Lark St. Grand Terrace, CA 92313 1240 sq ft. 4 bedroom 2 bath	Fee Simple	-	188,397.00	156,829.00

Sub-Total > **188,397.00** (Total of this page)

Total > **188,397.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re **Glen Lee Kendall**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petitioner is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Chase, Checking, #7124	-	3,800.00
		Bank Of America, Savings, #7365	-	0.00
		Bank of America, checking, #9606	-	450.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Household items and Furnishings	-	850.00
		computer and desk and printer	-	700.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		clothing	-	350.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.		photography equipment	-	15.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Whole Life Insurance - has ACV.	-	12,000.00
10. Annuities. Itemize and name each issuer.	X			
			Sub-Total >	18,165.00
			(Total of this page)	

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Glen Lee Kendall

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		<b>worker comp claim. debtor does not expect receive award.</b>	-	<b>0.00</b>

Sub-Total > **0.00**  
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Glen Lee Kendall**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		<b>2005 Chevy Silverado 2500 HD Regular Cab mileage:48,000 (Paid in full)</b>	-	<b>12,200.00</b>
		<b>1994 Toyota Pick up Extended Cab DX mileage: 200,004 (Paid in full)</b>	-	<b>1,550.00</b>
		<b>2013 VW Passat SE. VIN: 1VWBP7A39DC073312.</b>	-	<b>0.00</b>
		<b>Leased vehicle</b>		
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			

Sub-Total > **13,750.00**  
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Glen Lee Kendall

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
35. Other personal property of any kind not already listed. Itemize.		<b>carpenters tools</b>	-	<b>5.00</b>
		<b>mechanic tools</b>	-	<b>300.00</b>
		<b>yard tool equipment</b>	-	<b>15.00</b>
		<b>cell phone</b>	-	<b>100.00</b>

Sub-Total > **420.00**  
(Total of this page)  
Total > **32,335.00**

Sheet 3 of 3 continuation sheets attached  
to the Schedule of Personal Property

(Report also on Summary of Schedules)

B6C (Official Form 6C) (4/13)

In re Glen Lee Kendall

Case No. \_\_\_\_\_

Debtor

**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT**

Debtor claims the exemptions to which debtor is entitled under:  
(Check one box)

- 11 U.S.C. §522(b)(2)  
 11 U.S.C. §522(b)(3)

Check if debtor claims a homestead exemption that exceeds  
\$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter  
with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<b>Real Property</b>			
<b>Single Family Home Located at 22250 Lark St. Grand Terrace, CA 92313 1240 sq ft. 4 bedroom 2 bath</b>	<b>C.C.P. § 703.140(b)(5)</b>	<b>20,000.00</b>	<b>188,397.00</b>
<b>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</b>			
<b>Chase, Checking, #7124</b>	<b>C.C.P. § 703.140(b)(5)</b>	<b>3,800.00</b>	<b>3,800.00</b>
<b>Bank of America, checking, #9606</b>	<b>C.C.P. § 703.140(b)(5)</b>	<b>450.00</b>	<b>450.00</b>
<b>Household Goods and Furnishings</b>			
<b>Household items and Furnishings</b>	<b>C.C.P. § 703.140(b)(3)</b>	<b>850.00</b>	<b>850.00</b>
<b>computer and desk and printer</b>	<b>C.C.P. § 703.140(b)(3)</b>	<b>700.00</b>	<b>700.00</b>
<b>Wearing Apparel</b>			
<b>clothing</b>	<b>C.C.P. § 703.140(b)(3)</b>	<b>350.00</b>	<b>350.00</b>
<b>Interests in Insurance Policies</b>			
<b>Whole Life Insurance - has ACV.</b>	<b>C.C.P. § 703.140(b)(8)</b>	<b>12,000.00</b>	<b>12,000.00</b>
<b>Automobiles, Trucks, Trailers, and Other Vehicles</b>			
<b>2005 Chevy Silverado 2500 HD Regular Cab mileage:48,000 (Paid in full)</b>	<b>C.C.P. § 703.140(b)(2) C.C.P. § 703.140(b)(5)</b>	<b>5,100.00 2,675.00</b>	<b>12,200.00</b>
<b>Other Personal Property of Any Kind Not Already Listed</b>			
<b>yard tool equipment</b>	<b>C.C.P. § 704.030</b>	<b>15.00</b>	<b>15.00</b>

Total: **45,940.00** **218,762.00**

0 continuation sheets attached to Schedule of Property Claimed as Exempt

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Best Case Bankruptcy

EXHIBIT 1



B6E (Official Form 6E) (4/13)

In re Glen Lee Kendall

Debtor

Case No. \_\_\_\_\_

## SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

**Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

**Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

**Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

**Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

**Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$6,150\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

**Deposits by individuals**

Claims of individuals up to \$2,775\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

**Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

**Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

**Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

B6F (Official Form 6F) (12/07)

In re Glen Lee Kendall

Case No. \_\_\_\_\_

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	Husband, Wife, Joint, or Community		CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
	CODEBTOR	H W J C				
Account No. xxxxxxxxxxxx5397  Capital 1 Bank Attn: Bankruptcy Dept. Po Box 30285 Salt Lake City, UT 84130		-				14,604.00
Account No. xxxxxxxxxxxx0290  Chase Po Box 15298 Wilmington, DE 19850		-				2,479.00
Account No.						
Account No.						
Subtotal (Total of this page)						17,083.00
Total (Report on Summary of Schedules)						17,083.00

0 continuation sheets attached

B6G (Official Form 6G) (12/07)

In re **Glen Lee Kendall**

Case No. \_\_\_\_\_

Debtor

### SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
<b>Volkwagon Credit PO Box 5215 Carol Stream, IL 60197</b>	<b>\$300.28 a month for 48 months commencing 03/02/2013.  Debtor is Lessee of 2013 Volkswagen Passat.</b>

0

\_\_\_\_\_ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re **Glen Lee Kendall**

Case No. \_\_\_\_\_

Debtor

### SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
------------------------------	------------------------------

0 continuation sheets attached to Schedule of Codebtors

B6I (Official Form 6I) (12/07)  
In re **Glen Lee Kendall**

Case No. \_\_\_\_\_

Debtor(s) \_\_\_\_\_

**SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)**

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: <b>Divorced</b>	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): <b>None.</b>	AGE(S):
<b>Employment:</b>	DEBTOR	SPOUSE
Occupation	<b>Truck Driver</b>	
Name of Employer	<b>Pacific Western Transportation</b>	
How long employed	<b>3 Months</b>	
Address of Employer	<b>25435 Mariposa Ave Moreno Valley, CA 92551</b>	

INCOME: (Estimate of average or projected monthly income at time case filed)

	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	\$ <b>2,361.28</b>	\$ <b>N/A</b>
2. Estimate monthly overtime	\$ <b>0.00</b>	\$ <b>N/A</b>
3. SUBTOTAL	\$ <b>2,361.28</b>	\$ <b>N/A</b>
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	\$ <b>521.39</b>	\$ <b>N/A</b>
b. Insurance	\$ <b>0.00</b>	\$ <b>N/A</b>
c. Union dues	\$ <b>0.00</b>	\$ <b>N/A</b>
d. Other (Specify): _____	\$ <b>0.00</b>	\$ <b>N/A</b>
5. SUBTOTAL OF PAYROLL DEDUCTIONS	\$ <b>521.39</b>	\$ <b>N/A</b>
6. TOTAL NET MONTHLY TAKE HOME PAY	\$ <b>1,839.89</b>	\$ <b>N/A</b>
7. Regular income from operation of business or profession or farm (Attach detailed statement)	\$ <b>0.00</b>	\$ <b>N/A</b>
8. Income from real property	\$ <b>0.00</b>	\$ <b>N/A</b>
9. Interest and dividends	\$ <b>0.00</b>	\$ <b>N/A</b>
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	\$ <b>0.00</b>	\$ <b>N/A</b>
11. Social security or government assistance (Specify): _____	\$ <b>0.00</b>	\$ <b>N/A</b>
12. Pension or retirement income	\$ <b>0.00</b>	\$ <b>N/A</b>
13. Other monthly income (Specify): <b>worker's comp</b>	\$ <b>1,950.00</b>	\$ <b>N/A</b>
14. SUBTOTAL OF LINES 7 THROUGH 13	\$ <b>1,950.00</b>	\$ <b>N/A</b>
15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)	\$ <b>3,789.89</b>	\$ <b>N/A</b>
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)	\$ <b>3,789.89</b>	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

B6J (Official Form 6J) (12/07)

In re Glen Lee Kendall

Case No. \_\_\_\_\_

Debtor(s) \_\_\_\_\_

### SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)		\$	<u>1,085.55</u>
a. Are real estate taxes included?	Yes <u>X</u> No <u>    </u>		
b. Is property insurance included?	Yes <u>X</u> No <u>    </u>		
2. Utilities:		\$	<u>220.00</u>
a. Electricity and heating fuel		\$	<u>95.00</u>
b. Water and sewer		\$	<u>0.00</u>
c. Telephone		\$	<u>301.00</u>
d. Other <u>See Detailed Expense Attachment</u>		\$	<u>0.00</u>
3. Home maintenance (repairs and upkeep)		\$	<u>375.00</u>
4. Food		\$	<u>75.00</u>
5. Clothing		\$	<u>50.00</u>
6. Laundry and dry cleaning		\$	<u>0.00</u>
7. Medical and dental expenses		\$	<u>400.00</u>
8. Transportation (not including car payments)		\$	<u>60.00</u>
9. Recreation, clubs and entertainment, newspapers, magazines, etc.		\$	<u>0.00</u>
10. Charitable contributions		\$	<u>0.00</u>
11. Insurance (not deducted from wages or included in home mortgage payments)		\$	<u>0.00</u>
a. Homeowner's or renter's		\$	<u>40.66</u>
b. Life		\$	<u>0.00</u>
c. Health		\$	<u>87.00</u>
d. Auto		\$	<u>0.00</u>
e. Other _____		\$	<u>0.00</u>
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify) _____		\$	<u>0.00</u>
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)			
a. Auto		\$	<u>300.28</u>
b. Other <u>2nd Mortgage payment</u>		\$	<u>595.00</u>
c. Other _____		\$	<u>0.00</u>
14. Alimony, maintenance, and support paid to others		\$	<u>0.00</u>
15. Payments for support of additional dependents not living at your home		\$	<u>0.00</u>
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)		\$	<u>0.00</u>
17. Other <u>Personal Care Items / household supplies</u>		\$	<u>100.00</u>
Other _____		\$	<u>0.00</u>

18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

\$	<u>3,784.49</u>
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19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:

20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I	\$	<u>3,789.89</u>
b. Average monthly expenses from Line 18 above	\$	<u>3,784.49</u>
c. Monthly net income (a. minus b.)	\$	<u>5.40</u>

Case 6:13-bk-23778-MH Doc 1 Filed 08/13/13 Entered 08/13/13 16:24:35 Desc  
Main Document Page 24 of 49

B6J (Official Form 6J) (12/07)

In re Glen Lee Kendall

Case No. \_\_\_\_\_

Debtor(s)

**SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**  
**Detailed Expense Attachment**

**Other Utility Expenditures:**

<u>Trash Pick-Up</u>	\$	<u>31.00</u>
<u>cable / internet</u>	\$	<u>120.00</u>
<u>wireless telephone</u>	\$	<u>150.00</u>
<b><u>Total Other Utility Expenditures</u></b>	<b>\$</b>	<b><u>301.00</u></b>

EXHIBIT 1

B6 Declaration (Official Form 6 - Declaration), (12/07)

**United States Bankruptcy Court  
Central District of California**

In re Glen Lee Kendall

Debtor(s)

Case No. \_\_\_\_\_

Chapter 7

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 16 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date August 7, 2013

Signature /s/ Glen Lee Kendall

Glen Lee Kendall

Debtor

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.

EXHIBIT 2

## SALE AGREEMENT

THIS SALE AGREEMENT ("Agreement") is made and entered into on February \_\_, 2014 ("Effective Date"), by and among Howard B. Grobstein, solely in his capacity as the Chapter 7 trustee ("Trustee") for the bankruptcy estate ("Estate") of Glen Lee Kendall, on the one hand, and Glen Lee Kendall ("Debtor"), on the other. The Trustee and the Debtor are collectively referred to herein as the "Parties" or individually as a "Party."

### I. RECITALS:

This Agreement is made by the Parties hereto, with reference to the following facts:

1. On August 13, 2013, the Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California, Riverside Division ("Bankruptcy Court") as Case No. 6:13-bk-23778-MH ("Bankruptcy Case").

2. Howard B. Grobstein is the duly appointed, qualified and acting Chapter 7 Trustee in the Bankruptcy Case.

3. In his bankruptcy schedules, Schedule A, the Debtor listed as an asset of the estate real property located at 22250 Lark Street, Grand Terrace, CA ("Residence"). In his Bankruptcy Schedule A, Debtor valued the Residence at \$188,397. The Debtor further listed secured debt against the Residence on Schedule D in the amount of \$156,829. The Debtor claimed an exemption against the Residence in the amount of \$20,000 under Code of Civil Procedure § 703.140(b)(5).

4. The Trustee engaged a real estate broker who believes the Residence can be sold for up to \$220,000.

5. In addition, the Debtor's Schedule B listed as an asset of the estate a 2005 Chevy Silverado 2500 HD Regular Cab ("Vehicle" and collectively with the Residence, the "Property"). Schedule B valued the Vehicle at \$12,200. Debtor's Schedule C further listed an exemption against the Vehicle in the amount of \$7,775 pursuant to Cal. Code Civ. Pro § 703.140(b)(2) and (b)(5).

6. In order to eliminate the need for costly and protracted administration of this case, the Parties have agreed that it is in their best interests to enter into this Agreement and sell to the Debtor the Estate's interest in the Property, and resolve any and all disputes, claims, actions, causes of action, demands and damages regarding the Property between themselves.

### II. SETTLEMENT

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the adequacy of which is hereby acknowledged by each Party, and in consideration of the mutual promises and covenants set forth below, the Parties agree as follows:

2.1 The Debtor shall pay to the Trustee the sum of Sixteen Thousand Dollars (\$16,000.00) ("Payment") to settle all claims regarding the Property. The Payment shall consist of two payments as set forth below.

2.1.1 The sum of Thirteen Thousand Dollars (\$13,000.00) to be paid within five (5) days after the entry of an order approving this Agreement.

2.1.2 The sum of Three Thousand Dollars (\$3,000.00) to be paid by no later than August 1, 2014.

2.1.3 All such sums shall be paid in cash or other immediately available funds ("Good Funds"). If made by check, it should be made payable to "Howard B. Grobstein, Chapter 7 Trustee."

2.2 In the event Debtor fails to timely make any of the payments discussed above, the Trustee shall give written notice of default to Debtor by sending notice to his counsel Daniel King at dkyking@gmail.com. Following the date of such notice, Debtor shall have a grace period of five (5) business days within which to cure the default.

2.2.1 Concurrently with the execution of this Agreement, the Debtor will provide the Trustee an originally executed Quitclaim Deed to the Property in substantially the same form as attached hereto as Exhibit "A." Trustee's counsel shall hold the original Quitclaim Deed until: (1) the Payment is made in full at which time counsel will return the Quitclaim Deed to the Debtor; or (2) Debtor fails to cure any default at which time the Trustee may record the Quitclaim Deed pursuant to Paragraph 2.2.2 below.

2.2.2 In the event that Debtor should fail to cure any default, the Trustee may record the Quitclaim Deed and may immediately proceed to sell the Property pursuant to Bankruptcy Code Section 363 with no further notice.

2.3 This Agreement is expressly contingent on the Trustee obtaining Bankruptcy Court approval of the Agreement.

2.4 The Parties agree to be bound by the releases set forth below.

### III. REPRESENTATIONS AND WARRANTIES

3.1 Until the Trustee has received the full Payment in Good Funds, the Debtor agrees that he shall:

- i. not place or record or allow to be placed or recorded any liens or encumbrances on the Property;
- ii. maintain all insurance on the Property; and
- iii. continue to stay current with all payments to secured creditors, including the mortgagor and the County Tax Collector for the Residence.

3.2 The Trustee agrees to stop any further pursuit of the sale of the Property pending full payment of the Payment.

3.3 The Trustee shall use his best efforts to cause the Bankruptcy Court to enter an order approving this Agreement. The Trustee does not warrant or guaranty that any such motion for an order approving this Agreement will be approved by the Bankruptcy Court.

### IV. RELEASE

4.1 Except as otherwise provided in this Agreement, upon Bankruptcy Court approval, the Debtor, on behalf of himself and his heirs, spouses, offspring, executors, administrators, insurance companies, predecessors, successors, assigns, agents, servants, employees, members, corporations, officers, directors, partnerships, partners, associates, attorneys, representatives, principals, joint ventures, parents, trustees, subsidiaries, shareholders, past and present, or anyone else claiming by and through them, does hereby acknowledge full and complete satisfaction of and do hereby fully and forever release and discharge the Trustee, both individually and in his capacity as Trustee, as well his administrators, predecessors, successors, assigns, agents, servants, employees, members, corporations, insurance companies,

officers, directors, partnerships, partners, associates, attorneys, representatives, principals, joint ventures, parents, trustees, subsidiaries, shareholders, past and present, and each of them, from any and all claims, demands and causes of action of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, whether concealed or hidden, which Debtor now owns, holds or may hereafter have against the Trustee or the Estate, by reason of any matter relating to the Property.

4.2 Only after the Payment is made in full and except as otherwise provided in this Agreement, the Trustee, in his capacity as the Chapter 7 Trustee of the Estate, does hereby acknowledge full and complete satisfaction of and does hereby fully and forever release and discharge the Debtor, as well as his administrators, predecessors, successors, assigns, agents, servants, employees, members, corporations, insurance companies, officers, directors, partnerships, partners, associates, attorneys, representatives, principals, joint ventures, parents, trustees, subsidiaries, shareholders, past and present, and each of them, from any and all claims, demands and causes of action of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, whether concealed or hidden, which the Trustee now owns, holds or may hereafter have against Debtor, by reason of any matter relating to the Property.

4.3 It is a condition hereof, and it is the intention of the Parties in executing this Agreement and in giving the releases set forth herein, that the same shall be effective as a bar to each and every claim, demand, and cause of action, matter or thing specified; and in furtherance of this specific intention, the Parties hereby expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code which provides:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected this settlement with the debtor."**

4.4 The Parties represent and warrant that they have been advised to seek advice from independent legal counsel of their own choosing regarding this Agreement and its terms and language, and understand and acknowledge the significance and consequence of these releases, and the specific waiver of Section 1542, and the Parties, and each of them, expressly consent that this Agreement and the releases set forth herein shall be given full force and effect according to each and all of their express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action herein above specified.

## V. MISCELLANEOUS

5.1 Entire Agreement: This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, terms, conditions and representations, written or oral, made by any of the Parties or their agents, concerning the matters covered by this Agreement.

5.2 Modification and/or Amendment: This Agreement may be amended and modified only by a written agreement signed by all of the Parties specifically acknowledging and approving of the modification.

5.3 Execution of Documents: Each Party agrees to execute all documents necessary to carry out the purpose of this Agreement and to cooperate with the other in the expeditious filing of any and all document and the fulfillment of the terms of this Agreement.

5.4 Successors and Assigns: This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and each of them, and their respective successors, assigns, heirs, partners, agents, officers, corporations, partnerships, partners, shareholders, representatives, and each of them.

5.5 Controlling Law and Arbitration: ALL DISPUTES ARISING OUT OF OR RELATED IN ANY MANNER TO THIS AGREEMENT, OR TO THE ESTATE, INCLUDING, WITHOUT LIMITATION, ANY DISPUTE RELATING TO THE INTERPRETATION, MEANING OR EFFECT OF ANY PROVISION HEREOF, WILL BE RESOLVED IN THE BANKRUPTCY COURT AND THE PARTIES HERETO EACH SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT FOR THE PURPOSES OF ADJUDICATING ANY SUCH DISPUTE, TO THE EXTENT THE JURISDICTION OF THE BANKRUPTCY COURT IS AVAILABLE.

5.6 Severability: If any immaterial provision of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be severed from the remaining portions of this Agreement and shall not affect the validity and enforceability of such remaining material provisions.

5.7 Effect of Headings: The titles and headings of this Agreement are for convenience and identification only, and shall not be deemed to limit, amplify, or define the contents of the respective sections or paragraphs to which they pertain.

5.8 Gender: Whenever in this document the context may so require, the masculine gender shall be deemed to include the feminine and neuter genders, and vice-versa.

5.9 Recitals: Each term of this Agreement is contractual and not merely a recital.

5.10 Construction: This Agreement has been negotiated at arms' length between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code, Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it, is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.

5.11 Trustee Capacity: the Trustee is entering into this Agreement exclusively in his capacity as the Chapter 7 Trustee of the Debtor's Estate. No personal liability for costs, fees or

other charges on the Trustee's part is intended, any liability is strictly the liability of the Debtor's Estate.

5.12 Counter-parts: This Agreement may be executed in one or more Counter-parts (multiple signatures) each of which shall be deemed an original, and all of which constitute one and the same instrument.

5.13 Attorneys' Fees: In the event any claim, dispute and/or litigation arises out of this Agreement, the prevailing party shall be entitled to recovery of its attorneys' fees and costs incurred in prosecuting or defending said claim, dispute and/or litigation.

Dated: February \_\_, 2014

\_\_\_\_\_  
By: Howard B. Grobstein, Chapter 7 Trustee  
of the bankruptcy estate of Glen Lee Kendall

Dated: February \_\_, 2014

\_\_\_\_\_  
Glen Lee Kendall

**APPROVED AS TO FORM:**

**SHULMAN HODGES & BASTIAN LLP**

Dated: February 24, 2014

  
\_\_\_\_\_  
Leonard M. Shulman  
Melissa Davis Lowe  
Attorneys for Howard B. Grobstein, Chapter 7  
Trustee

Dated: February \_\_, 2014

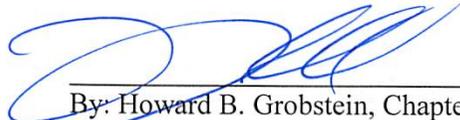
\_\_\_\_\_  
Daniel King

other charges on the Trustee's part is intended, any liability is strictly the liability of the Debtor's Estate.

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5.13 Attorneys' Fees: In the event any claim, dispute and/or litigation arises out of this Agreement, the prevailing party shall be entitled to recovery of its attorneys' fees and costs incurred in prosecuting or defending said claim, dispute and/or litigation.

Dated: February 19, 2014

  
By: Howard B. Grobstein, Chapter 7 Trustee  
of the bankruptcy estate of Glen Lee Kendall

Dated: February \_\_, 2014

\_\_\_\_\_  
Glen Lee Kendall

**APPROVED AS TO FORM:**

**SHULMAN HODGES & BASTIAN LLP**

Dated: February 19, 2014

/s/ Melissa Davis Lowe

\_\_\_\_\_  
Leonard M. Shulman  
Melissa Davis Lowe  
Attorneys for Howard B. Grobstein, Chapter 7  
Trustee

Dated: February \_\_, 2014

\_\_\_\_\_  
Daniel King

RECORDED & INDEXED

other charges on the Trustee's part is intended, any liability is strictly the liability of the Debtor's Estate.

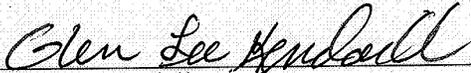
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5.13 Attorneys' Fees: In the event any claim, dispute and/or litigation arises out of this Agreement, the prevailing party shall be entitled to recovery of its attorneys' fees and costs incurred in prosecuting or defending said claim, dispute and/or litigation.

Dated: February \_\_, 2014

By: Howard B. Grobstein, Chapter 7 Trustee  
of the bankruptcy estate of Glen Lee Kendall

Dated: February 13, 2014

  
Glen Lee Kendall

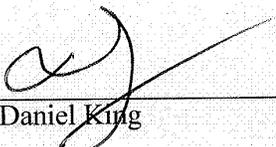
**APPROVED AS TO FORM:**

**SHULMAN HODGES & BASTIAN LLP**

Dated: February \_\_, 2014

Leonard M. Shulman  
Melissa Davis Lowe  
Attorneys for Howard B. Grobstein, Chapter 7  
Trustee

Dated: February 18, 2014

  
Daniel King

## 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: **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)* 2/25/2014 \_\_, 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)* 2/25/2014 \_\_, 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)* 2/25/2014 \_\_, 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.

VIA PERSONAL DELIVERY: Honorable Mark D. Houle, USBC, 3420 Twelfth St., bin  
outside of Crtrm 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.

2/25/2014

Laurie Verstegen

/s/Laurie Verstegen

Date

Printed Name

Signature

**VIA NEF:**

- Howard B Grobstein (TR)  
hbgtrustee@gtfas.com, C135@ecfcbis.com
- Daniel King on behalf of Debtor  
dking@TheGenesisLaw.com
- Melissa Davis Lowe on behalf of Grobstein  
mdavis@shblp.com
- Leonard M Shulman on behalf of Grobstein  
lshulman@shblp.com
- United States Trustee (RS)  
ustpregion16.rs.ecf@usdoj.gov
- Gilbert B Weisman on behalf of Creditor American Express Bank FSB  
notices@becket-lee.com

**VIA US MAIL:**

**DEBTOR**

GLEN LEE KENDALL  
22250 LARK ST  
GRAND TERRACE, CA 92313-5927

**CREDITOR LISTING**

CLC ON BEHALF OF: ETRADE BANK  
PO BOX 94982  
CLEVELAND, OH 44101-4982

**NOTICE PURPOSES**

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

**CREDITOR LISTING**

BK OF AMER  
ATTN: CORRESPONDENCE UNIT/CA6-919-  
02-41  
PO BOX 5170  
SIMI VALLEY, CA 93062-5170

**CREDITOR LISTING**

CAPITAL 1 BANK  
ATTN: BANKRUPTCY DEPT.  
PO BOX 30285  
SALT LAKE CITY, UT 84130-0285

**PROOF OF CLAIM**

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

**CREDITOR LISTING**

CHASE  
PO BOX 15298  
WILMINGTON, DE 19850-5298

**CREDITOR LISTING**

E\*TRADE  
6750 MILLER RD  
BRECKSVILLE, OH 44141-3262

**CREDITOR LISTING**

VOLKSWAGON CREDIT  
PO BOX 5215  
CAROL STREAM, IL 60197-5215

**NOTICE PURPOSES**

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

RETURNED MAIL