

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Leonard M. Shulman – Bar No. 126349 Michael J. Petersen – Bar No. 169733 SHULMAN HODGES & BASTIAN LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: lshulman@shbllp.com; mpetersen@shbllp.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: John M. Wolfe, Chapter 7 Trustee	FOR COURT USE ONLY
---	--------------------

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

In re: CARSON VALLEY, LLC, Debtor(s).	CASE NO.: 8:10-bk-24665-TA CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
---	---

Bids due by 3/9/2015 at 4:00 p.m. (California time)

Sale Date: Final Bidding Round and Court Hearing: 3/10/2015 at 11:00 a.m. (California time)	Time:
Location: See Attached.	

Type of Sale: Public Private **Last date to file objections:** 02/24/2015

Description of property to be sold: Real Property located at: City of Carson, County of Los Angeles, California,
Parcel No. 7336-003-030

Terms and conditions of sale: Free and clear of certain liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f);
purchase price of \$2,502,000, subject to the Bid Procedures - see attached for more information.

Proposed sale price: \$ 2,502,000.00

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

Overbid procedure (if any): Bids due by 3/9/2015 at 4:00 p.m. (California time). Must bid an intial amount of at least
\$200,000 over the purchase price offered for the Property by the Buyer. Minimum bid increments thereafter shall be
\$100,000. Overbid Deposit in Good Funds of at least \$200,000. See Attached for more Bid Procedures

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

March 10, 2015 at 11:00 a.m. (California time)

Courtroom 5B, Fifth Floor

U.S. Bankruptcy Court

411 West Fourth Street

Santa Ana, CA 92701

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

Leonard M. Shulman, Esq. or Michael J. Petersen, Esq.

SHULMAN HODGES & BASTIAN LLP

100 Spectrum Center Drive, Suite 600

Irvine, CA 92618

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: lshulman@shbllp.com; mpetersen@shbllp.com

Date: 02/12/2015

Attachment to Notice of Sale of Estate Property

In re Carson Valley, LLC

Case No. 8:10-bk-24665-TA

I. INTRODUCTION

John M. Wolfe, the Chapter 7 Trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Carson Valley, LLC (“Debtor”), has filed a Motion for Entry of New Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Liens, Claims, Encumbrances and Other Interests Pursuant to Bankruptcy Code §§ 363(b)(1) and (f), Subject to Overbids, Combined With Notice of Bid Procedures and Request for Approval of the Bid Procedures Utilized; (2) In Connection With the Sale, Approving the Purchase Agreement With Young Kim and Authorizing the Trustee to Sign the Purchase Agreement and Other Necessary Documents to Complete the Sale; and (3) Granting Related Relief Including Payment of a Real Estate Commission (“Motion”).

A. The Need for a New Sale Order

Pursuant to a prior sale order entered on April 23, 2013 (docket number 138) (“Prior Sale Order”), a true and correct copy of which is attached as **Exhibit 1** to the Declaration of John M. Wolfe annexed to the Motion (“Wolfe Declaration”), the Trustee is authorized to sell the Estate’s interest in an approximate 14.5-acre parcel of land situated in the City of Carson, County of Los Angeles, California, Parcel No. 7336-003-030 (“Property”)¹ to a buyer that the Trustee deemed in his best business judgment is a qualified buyer and as long as the purchase price for the Property to be paid by such buyer was at least \$2,000,000.

Since entry of the Prior Sale Order, the Trustee was in negotiations with Rand Resources LLC (“Rand”) who offered to purchase the Property for \$2,000,0000 (“Rand Purchase

¹ The Property’s legal description is set forth below and in the Kim Purchase Agreement attached as **Exhibit 2** to the Wolfe Declaration. The Property consists of approximately 14.46 acres of undeveloped land located East of Figueroa Street, West of Main Street, North of Torrance Boulevard and South of the Torrance Lateral Flood Control Channel. The Property is a development challenge and is considered a “brownfield.” A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Property is the site of a former landfill and according to the California Department of Toxic Substances Control (“DTSC”), the Property is contaminated with hazardous substances. Prior to the Petition Date, the DTSC was overseeing cleanup actions at the Property and has incurred environmental response costs in connection with the Property.

1 Agreement”). The Rand Purchase Agreement provided for various rights of the buyer to extend
2 the closing for up to two years by making relatively modest non-refundable payments, and
3 required approval of the Court. However, the transaction was not completed due to, among
4 other things, (1) the date set for closing has passed and the parties have not agreed to an
5 extension of the underlying purchase agreement, (2) the Court has not authorized the sale to
6 Rand and (3) County tax liens exceeded the sale price of the Property under the Rand Purchase
7 Agreement.

8 Effective as of January 30, 2015, the Trustee, on behalf of the Estate, and Young Kim
9 (“Buyer”), entered into that certain Purchase and Sale Agreement and Escrow Instructions (“Kim
10 Purchase Agreement”) a true and correct copy of which is attached as **Exhibit 2** to the Wolfe
11 Declaration annexed to the Motion. While the Kim Purchase Agreement exceeds the \$2,000,000
12 purchase price requirement of the Prior Sale Order (the Buyer has offered to purchase the
13 Property for \$2,502,000 and to close on the sale within sixty days of Court approval of the sale
14 transaction), the Kim Purchase Agreement provides terms that are not expressly set forth in the
15 Prior Sale Order. For example, the Prior Sale Order does not expressly approve the Kim
16 Purchase Agreement with the Buyer and does not provide for payment of a real estate
17 commission.

18 In summary, a new Court order approving the sale is needed to address and seek approval
19 of (1) the Bid Procedures being utilized, (2) the Kim Purchase Agreement, (3) payment of a real
20 estate commission to the Buyer’s broker, and (4) treatment of the lien of the Los Angeles County
21 Treasurer and Tax Collector (“County”). Subject to Court approval, the Trustee and the County
22 have reached a settlement for treatment of the County’s lien. A motion for approval of the
23 Settlement Agreement is scheduled to be heard concurrent with this Motion. The settlement with
24 the County will allow the \$2,502,000 proceeds of the sale of the Property to be distributed as
25 follows:

- 26 1. Fixed Settlement Sum of \$1,550,000 to be paid the County in full settlement of its liens
27 against the Property.
- 28 2. Fixed Trustee Sum of \$450,000 to be paid Trustee on behalf of the Estate.

1 3. The remaining sale proceeds of \$502,000 or such higher amount as may be obtained
2 through the Bid Procedures (“Excess Sale Proceeds”), shall be applied to the costs of
3 changing buyers for the Property. Specifically, the Excess Sale Proceeds shall be
4 distributed in the following manner:

5 a. First – to be applied to the costs of sale under the Kim Purchase Agreement, or
6 any successful overbidder in excess of the costs of sale under the Rand Purchase
7 Agreement, including but not necessarily limited to, (i) brokerage commission
8 payments, (ii) cost of terminating the Rand Purchase Agreement including any
9 payments made in settlement to the purchaser under the Rand Purchase
10 Agreement including Trustee legal fees relating thereto, and (iii) other sale costs
11 arising by virtue of the differences between the Purchase Price under the Rand
12 Purchase Agreement and the Purchase Price under the Kim Purchase Agreement
13 or any successful overbidder, excluding legal fees incurred in connection with the
14 Kim Purchase Agreement, and

15 b. Second – any remaining sums shall be divided equally between the County and
16 the Trustee.

17 **B. The Sale Free and Clear of Liens**

18 The Property is encumbered by the lien of the County related to real property taxes,
19 penalties and interest in the amount as of the date of commencement of the Debtor’s bankruptcy
20 case of approximately \$1,500,000. The County has filed four proofs of claim in this case. The
21 County asserts it is owed a total of \$1,945,735.49 related to the Property - \$992,528.68 of which
22 is the result of penalties and redemption penalties (“Disputed Amounts”). The Disputed
23 Amounts continue to increase as a result of the monthly penalties asserted by the County that
24 exceed \$11,000 per month. As such, it appears that the County will assert additional Disputed
25 Amounts owing in excess of \$110,000 for the period beyond March 31, 2014.

26 The County’s claim is based on real property taxes that has accrued using an \$8,500,000
27 assessment for the Property. The Trustee asserts that the County’s assessment of the Property is
28

1 grossly overstated. In addition, the Trustee believes that (1) the County's claim is not
2 oversecured, and (2) the County is not entitled to post-petition interest on its claim.

3 In summary, the Disputed Claims of the County impacting the Property are the subject of
4 a bona fide dispute. The Disputed Claims are also the subject of a pending adversary proceeding
5 styled *John M. Wolfe, Trustee for the bankruptcy estate of Carson Valley, LLC vs. Los Angeles*
6 *County Treasurer and Tax Collector*, Adversary Case No. 8:14-ap-01174-TA ("Disputed Claim
7 Action"). However, the Trustee has reached a settlement with the County which is the subject
8 of separate motion to be heard concurrent with this Motion for approval of the sale of the
9 Property. Based on this, the Trustee seeks to sell the Property free and clear of the liens of the
10 County, with such liens to be resolved pursuant to the terms and conditions of the Court's
11 approval of the of the settlement with the County.

12 **C. Form of the New Sale Order**

13 The Trustee requests that the Court enter a new order approving the sale of the Property
14 in the form attached as **Exhibit 3** to the Wolfe Declaration annexed to the Motion ("New Sale
15 Order"). The Trustee and the Buyer are communicating with the title company to obtain their
16 approval of the form of the New Sale Order. In the event there are material changes to the form
17 of the New Sale Order, the Trustee will file the form of the updated New Sale Order with the
18 Court.

19 The Trustee does not want to lose this beneficial business opportunity for the Property
20 that has a limited market because, according to the DTSC, the Property is allegedly contaminated
21 with hazardous substances. Thus, the Trustee has made a business decision that it is in the best
22 interest of the creditors of the Estate that this Motion be approved.

23 **II. RELEVANT FACTS**

24 **A. Case Commencement**

25 The Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code October
26 15, 2010 ("Petition Date"). Pursuant to Court order entered on July 6, 2012 (docket number 98),
27 the case was converted to Chapter 7 and the Trustee was thereafter appointed to administer the
28 Chapter 7 Estate.

1 **B. The Property**

2 The principal the asset of the Estate is Property which is located in the County of Los
3 Angeles, City of Carson, California, Parcel No. 7336-003-030. The Property is legally described
4 as follows:²

5 PARCEL 4, IN THE CITY OF CARSON, COUNTY OF LOS
6 ANGELES, STATE OF CALIFORNIA, AS PER MAP
7 RECORDED IN BOOK 62 PAGE 68 OF PARCEL MAPS, IN
8 THE OFFICE OF THE COUNTY RECORDER OF SAID
9 COUNTY.

10 EXCEPTING FROM THAT PORTION INCLUDED WITHIN
11 LOTS 38, 39 AND 44 OF TRACT NO. 6378, ALL OIL, GAS,
12 HYDROCARBON SUBSTANCES AND OTHER MINERALS
13 IN AND UNDER SAID LAND WITH THE RIGHT TO DRILL
14 FOR, MINE, EXTRACT, TAKE AND REMOVE THE SAME
15 FROM ANY WELLS OR SHAFTS LOCATED ON ANY LAND
16 ADJACENT TO THE ABOVE DESCRIBED LAND WITHOUT
17 ACCOUNTING TO THE GRANTEE FOR ANY RENTALS,
18 ROYALTIES OR PROCEEDS FROM THE SALE OF SUCH
19 MINERALS, AS RESERVED IN DEED FROM SUNSET OIL
20 COMPANY, RECORDED AUGUST 2, 1944 IN BOOK 20925
21 PAGE 72 OF OFFICIAL RECORDS.

22 ALSO EXCEPT ALL OIL, GAS AND OTHER
23 HYDROCARBON SUBSTANCES AND ALL OTHER
24 MINERALS IN AND UNDER SAID LAND (EXCEPT THE
25 SOUTH 350 FEET OF LOTS 36 AND 37), AS RESERVED BY
26 SUNSET OIL COMPANY, A CORPORATION IN DEED
27 RECORDED JULY 1, 1955 IN BOOK 48230, PAGE 289 OF
28 OFFICIAL RECORDS AND BY SUNSET INTERNATIONAL
PETROLEUM CORPORATION, A CORPORATION IN DEED
RECORDED JULY 20, 1960 IN BOOK D-916 PAGE 193 OF
OFFICIAL RECORDS.

ALSO EXCEPT FROM SAID LAND THAT PORTION LYING
WITHIN THE LINES OF LOT 91 TRACT NO. 4671, ALL OIL,
GAS, PETROLEUM AND OTHER HYDROCARBON
SUBSTANCES WHICH LIE BELOW A PLANE OF 500 FEET
FROM THE SURFACE OF SAID LAND AS EXCEPTED IN
THE DEED FROM DEL AMO ESTATE COMPANY, A
CORPORATION, RECORDED NOVEMBER 8, 1963 IN BOOK
D-2250 PAGE 748 OF OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 7336-003-030

² The legal description for the Property is believed to be accurate but may be corrected or updated by the title company in the transfer documents as necessary to complete the proposed sale transaction.

1 The Property consists of approximately 14.46 acres of undeveloped land. The Trustee is
2 advised that the Property is the site of a former landfill and according to the DTSC, the Property
3 is contaminated with hazardous substances.

4 The Property was part of the Gardena Valley 1 & 2 landfill located in the City of Carson.
5 The dump site reportedly operated between November 1956 and October 1959 and accepted
6 approximately 440,000 cubic yards of waste using a cut and fill operation. The Trustee is
7 advised that prior to the Petition Date, the DTSC had undertaken certain activities relative to the
8 environmental contamination at the Property and had incurred substantial costs in connection
9 therewith.³ That is the basis of the proof of claim filed by the DTSC in this case. There has been
10 no active work done and all investigative reports date from the early 1990's. The DTSC has
11 advised the Trustee that all that work will have to be updated before a remediation plan can be
12 developed and approved.

13 In its Bankruptcy Schedule A, the Debtor listed the value of the Property as "unknown".
14 In its Bankruptcy Schedule D, the Debtor listed the lien in favor of County in the amount of
15 "unknown".

16 Due to the Property being allegedly contaminated with hazardous substances as identified
17 by the DTSC, the Trustee believes that the value of the Property has been substantially impaired.
18 Furthermore, the risks and costs to fully remediate up the Property, a former dump site, have
19 negatively impacted the Property's marketability.

20 ////

21 ////

22 ////

23 _____
24 ³ The Trustee is advised that a Remedial Investigation Report dated July 1991 and a Final
25 Remediation Action Plan for Wastefill Operable Unit dated June 1992 was prepared for
26 London Pacific Investments, Inc. by Bryan A Stirrat & Associates Inc. The DTSC
27 reports that London Pacific Investments, Inc. failed to complete the remedial design due
28 to financial difficulties and issued a Final Determination of Non-Compliance. In 1999
concerns at the DTSC about possible gas emissions and to facilitate a future sale of the
site engaged a contractor who completed the remedial design using state funds.
Documents pertinent to this Property and the DTSC actions are available on the DTSC
website at www.dtsc.ca.gov at the "EnviroStar" link which is searchable by site name and
city location. As set forth above, the DTSC has filed a proof of claim in Debtor's case in
the amount of not less than \$1,066,000.

C. Claims in the Case

The last date for filing claims in this case was January 8, 2013 (government claims were due by January 2, 2013). The following chart sets forth the claims that have been filed in this case:

<u>Claim Number and Creditor</u>	<u>Classification and Description of Claim</u>	<u>Amount</u>
Claim 1 (as Amended) County	Secured for real property taxes for prior years as of March 23, 2012 and includes pre-petition and post-petition penalties	\$1,159,416.70 Includes \$737,505.57 of tax liability, a \$63,304.27 penalty, and a \$461,818.34 redemption penalty. Additionally, Claim 1 is accruing \$11,062.58 per month in penalties (“Monthly Penalties”)
Claim 2 California Department of Toxic Substances Controls	Non-Priority General Unsecured for environmental cleanup and response costs	\$1,066,000 (not less than)
Claim 3 County	Administrative and secured for real property taxes for the post-petition period of July 1, 2011 to June 30, 2012	\$104,032.55
Claim 4 (as Amended) United States Trustee	Priority Unsecured Claim for Chapter 11 quarterly fees	\$325
Claim 5 County	Administrative and secured for real property taxes for the post-petition period of July 1, 2012 to June 30, 2013	\$113,242.24 Claim 3 includes a penalty of \$5,352.48
Claim 6 Franchise Tax Board	Administrative for annual partnership tax	\$800
Claim 7 County	Administrative and secured real property taxes for the post-petition period of July 1, 2013 to June 30, 2014	\$112,381.93 Claim 7 includes a \$5,351.52 penalty

<u>Claim Number and Creditor</u>	<u>Classification and Description of Claim</u>	<u>Amount</u>
Claims 8 and 9(The face of Claim 9 indicates that it amends Claim 8) Geoffrey and Judy Sidomak	Non-Priority General Unsecured Claim – appears to be a proof of interest for equity and not a creditor claim	\$100,000

D. Further Discussion of the County Disputed Claims and Valuation of its Collateral

The total amount of the claims filed by the County (collectively the “Disputed Claims”) is \$1,489,073.42, which includes a total of \$74,048.27 in penalties and a total of \$461,818.34 in redemption penalties.

On January 27, 2014, the County filed a statement of real property taxes due upon close of the sale of the Carson Property (“Tax Due Statement”) (docket 157), a true and correct copy of which is attached as **Exhibit 4** to the Wolfe Declaration annexed to the Motion.

In summary, the County asserts it is owed as of March 31, 2014, a total of \$1,945,735.49 related to the Property - \$992,528.68 of which is the result of penalties and redemption penalties (“Disputed Amounts”). The Disputed Amounts continue to increase as a result of the monthly penalties asserted by the County that exceed \$11,000 per month. As such, it appears that the County will assert additional Disputed Amounts owing in excess of \$110,000 for the period beyond March 31, 2014.

The County’s claim is based on real property taxes that has accrued using an \$8,500,000 assessment for the Property. The Trustee asserts that the County’s assessment of the Property is grossly overstated. In addition, the Trustee believes that (1) the County’s claim is not oversecured and (2) the County is not entitled to post-petition interest on its claim.

The Property was tax defaulted in 2003, yet the County had taken no steps to attempt a tax sale, notwithstanding California Revenue & Taxation Code sections 3691(a)(l) and 3692(a), which provide that a tax collector "shall attempt to sell" tax defaulted real property within four years of the time such property becomes subject to sale.

Now more than ten years after the Property was tax defaulted, the County claims the right to collect post-petition interest on its secured tax claim at 18% per annum, plus a 10%

1 redemption penalty. The County asserts \$562,905.17 in penalties and interest have accrued post-
2 petition as of July 3, 2014, which on top of its prepetition secured claim and accrued post-
3 petition taxes now exceed the total purchase price set forth in the Kim Purchase Agreement.

4 The Trustee's position is that this sale is the best opportunity to sell the Property to a new
5 owner who having made a substantial investment will have every reason to pay taxes currently
6 and restore the property to use.

7 In summary, the Disputed Claims of the County impacting the Property are the subject of
8 a bona fide dispute. The Disputed Claims are also the subject of a pending adversary proceeding
9 styled *John M. Wolfe, Trustee for the bankruptcy estate of Carson Valley, LLC vs. Los Angeles*
10 *County Treasurer and Tax Collector*, Adversary Case No. 8:14-ap-01174-TA ("Disputed Claim
11 Action"). However, the Trustee has reached a settlement with the County which is the subject
12 of separate motion to be heard concurrent with this Motion for approval of the sale of the
13 Property. Based on this, the Trustee seeks to sell the Property free and clear of the liens of the
14 County, with such liens to be resolved pursuant to the terms and conditions of the Court's
15 approval of the of the settlement with the County. The settlement with the County will allow the
16 \$2,502,000 proceeds of the sale of the Property to be distributed as follows:

- 17 1. Fixed Settlement Sum of \$1,550,000 to be paid the County in full settlement of its liens
18 against the Property.
- 19 2. Fixed Trustee Sum of \$450,000 to be paid Trustee on behalf of the Estate.
- 20 3. The remaining sale proceeds of \$502,000 or such higher amount as may be obtained
21 through the Bid Procedures ("Excess Sale Proceeds"), shall be applied to the costs of
22 changing buyers for the Property. Specifically, the Excess Sale Proceeds shall be
23 distributed in the following manner:
 - 24 a. First – to be applied to the costs of sale under the Kim Purchase Agreement, or
25 any successful overbidder in excess of the costs of sale under the Rand Purchase
26 Agreement, including but not necessarily limited to, (i) brokerage commission
27 payments, (ii) cost of terminating the Rand Purchase Agreement including any
28 payments made in settlement to the purchaser under the Rand Purchase

1 Agreement including Trustee legal fees relating thereto, and (iii) other sale costs
2 arising by virtue of the differences between the Purchase Price under the Rand
3 Purchase Agreement and the Purchase Price under the Kim Purchase Agreement
4 or any successful overbidder, excluding legal fees incurred in connection with the
5 Kim Purchase Agreement, and

6 b. Second – any remaining sums shall be divided equally between the County and
7 the Trustee.

8 **E. The Trustee’s Prior Sale Order**

9 Attached as **Exhibit 1** to the Wolfe Declaration annexed to the Motion is a true and
10 correct copy of the Prior Sale Order entered on April 12, 2013 (docket number 138) entitled
11 “Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Liens Pursuant
12 to Bankruptcy Code §§ 363(b)(1) and (f) and Approval of Overbids Utilized”

13 Under the Prior Sale Order, the Trustee was authorized to sell the Property to a buyer that
14 the Trustee deemed in his best business judgment is a qualified buyer and as long as the purchase
15 price for the Property to be paid by such buyer was at least \$2,000,000. In addition, the Prior
16 Sale Order provided for the treatment of liens and encumbrances impacting the Property. The
17 following is a summary of the principal terms of the Prior Sale Order:

18 1. Without further notice, hearing or Court order, the Trustee is authorized to sell the
19 Estate’s interest in the real Property to a buyer that the Trustee deems in his best business
20 judgment is a qualified buyer (“Buyer”) and as long as the purchase price for the Property to be
21 paid by such Buyer is at least \$2,000,000 (“Sale Transaction”)

22 2. The Sale Transaction shall be on terms and conditions that are substantially
23 similar to the terms set forth in the form of the Purchase and Sale Agreement and Escrow
24 Instructions filed concurrently as Exhibit 1 (“Purchase Agreement”) (docket number 136), with
25 modifications as necessary and deemed reasonable by the Trustee using his reasonable business
26 judgment, as long as the purchase price to be paid by the Buyer for the Property is at least
27 \$2,000,000.

28 3. The Trustee is hereby authorized, empowered, and directed to (1) perform under,
consummate, and implement the Sale Transaction and this Order, (2) execute all instruments and
documents that may be reasonably necessary or desirable to implement the Sale Transaction and
this Order, (3) take all further actions as may be necessary or appropriate for the purposes of
assigning, transferring, granting, conveying, encumbering or transferring the Property as
contemplated by the Sale Transaction and this Order, and (4) take such other and further steps as
are contemplated by the Sale Transaction or reasonably required to fulfill the Trustee’s
obligations under the Sale Transaction and this Order, all without further order of the Court.

4. Provided that the Buyer is not related to anyone connected to the Debtor, the
Debtor’s Estate, the Trustee, the Trustee’s agents, employees and/or counsel or any other party in

1 interest in this case, the Buyer is a good faith purchaser pursuant to Bankruptcy Code Section
2 363(m) and, as such, is entitled to all of the protections afforded thereby. The Buyer will be
3 acting in good faith within the meaning of the Bankruptcy Code Section 363(m) in closing the
4 Sale Transaction at all times after the entry of this Order.

5 5. The Buyer shall acknowledge that it is purchasing the Property from the Trustee
6 on an "AS IS - WHERE IS" basis without representations or warranties of any kind, express or
7 implied, being given by the Trustee, concerning the value, condition or fitness of purpose for any
8 use thereof. The Buyer shall acknowledge that it is aware that the Property is considered a
9 "brownfield" and that any expansion, redevelopment, or reuse of the Property may be
10 complicated by the presence of hazardous substances, pollutants, or contaminants. The Buyer
11 shall acknowledge that it is aware that the Property is the site of a former landfill and according
12 to the DTSC and that prior the commencement of the Debtor's bankruptcy case, the DTSC was
13 overseeing cleanup actions at the Property and has incurred environmental response costs in
14 connection with the Property. The Buyer shall acknowledge that is further aware that documents
15 pertinent to the Property and the

16 6. DTSC actions are available on the DTSC website at www.dtsc.ca.gov at the
17 "EnviroStar" link which is searchable by site name and city location. The Buyer shall represents
18 and warrant that it is purchasing the Property as a result of its own investigations and is not
19 buying the Property pursuant to any representation made by any broker, agent, accountant,
20 attorney or employee acting at the direction or on behalf of the Trustee. The Buyer shall
21 acknowledge that the Buyer has inspected the Property, the Buyer forever waives, for itself, and
22 its successors and assigns, any and all claims against the Debtor, the Estate, John M. Wolfe, as
23 the Trustee of the Estate and in his individual capacity, and his attorneys, agents, and employees,
24 arising or which might might otherwise arise in the future concerning the Property.

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

8. The Notice of the Motion and the Bid Procedures utilized by the Trustee and
approved hereby for the Sale Transaction for the Property, including the data room of due
diligence materials posted by the Trustee and his counsel and disclosure of the documents
pertinent to the Property that are available on the DTSC website at www.dtsc.ca.gov, were in
accordance with providing the proper written notice to the DTSC and Buyer in accordance with
notice requirements of California Health and Safety Code Section 25359.7.

9. After payment of all costs of sale and satisfaction of those liens and
encumbrances authorized for payment hereby, the sale of the Property shall be free and clear of
any and all unresolved liens and encumbrances (collectively "Liens and Encumbrances"). Any
Liens and Encumbrances not satisfied or resolved through the Sale Transaction shall attach to the
proceeds of the sale in the same validity and priority as prior to the close of the sale after,
pending agreement with the creditor or further Court order.

10. Through escrow on the Sale Transaction, the Trustee is authorized to pay to the
County all outstanding real property taxes assessed at the time of closing on the sale of the
Property. The Property shall be delivered to the Buyer free and clear of all Liens and
Encumbrances in favor of the County. A refund to the Estate of overpaid real property taxes, if
any, shall be made in accordance with the outcome of any assessment appeals before the County
Assessment Appeals Board, any further agreement with the County, or further Court order.

11. Any other monetary Liens and Encumbrances against the Property, if any, that are not paid in full or resolved through escrow shall attach to the sale proceeds generated through the sale with the same force, effect, validity, and priority as such Liens or Encumbrances had with respect to the Property prior to the sale except that the following Liens and Encumbrances impacting the Property shall not be released and the Property will be sold subject to these encumbrances recorded in the records of the Los Angeles County Recorder:

- a. Watt/Walder Limited Partnership, as lessor and L.S. Cellular Telephone Company as Lessee arising from the Notice of non-Responsibility related to an unrecorded lease recorded July 7, 1992, Instrument No. 92-1224352 of the Official Records of the Los Angeles County Recorder.
- b. The recordings by the City of Carson Redevelopment Agency set forth the Preliminary Title Report dated January 31, 2013 attached as Exhibit 3 to the Motion, including the fact that the Property is included within a project area of the City of Carson Redevelopment Agency, and that proceedings for the redevelopment of the Property have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document recorded October 29, 2007, Instrument No. 20072435437, of Official Records of the Los Angeles County Recorder; and Recorded: October 29, 2007, Instrument No. 20072435438, of Official Records of the Los Angeles County Recorder; and Recorded: October 29, 2007, Instrument No. 20072435439, of Official Records of the Los Angeles County Recorder; and Recorded: October 29, 2007, Instrument No. 20072435440, of Official Records of the Los Angeles County Recorder and a further document Recorded October 19, 2010, Instrument No. 2010-1493638, of Official Records of the Los Angeles County Recorder.
- c. The recording on April 28, 1989, by a former owner of the Property of that certain Covenant and Agreement to Restrict Use of Property (Portion of Gardena Valley 1 and 2 Landfill), Instrument 89-676800 of Official Records of the Los Angeles County Recorder which is entitled "Covenant and Agreement to Restrict Use of Property (Portion of Gardena Valley Landfill 1 and 2)."

12. Through the sale, the Estate will not be required to pay any brokerage fee. The Buyer will be responsible for payment of a brokerage commission to its own broker, if any.

13. The Trustee is authorized to distribute the funds through escrow to pay for escrow fees and other related costs of sale as is normal in the State of California and approved by the Trustee using his reasonable business judgment.

Since entry of the Prior Sale Order, the Trustee was in negotiations with Rand Resources LLC ("Rand") who offered to purchase the Property for \$2,000,0000 ("Rand Purchase Agreement"). The Rand Purchase Agreement provided for various rights of the buyer to extend the closing for up to two years by making relatively modest non-refundable payments, and required approval of the Court. However, the transaction was not completed due to, among other things, (1) the date set for closing has passed and the parties have not agreed to an extension of the underlying purchase agreement, (2) the Court has not authorized the sale to Rand and (3) County tax liens exceeded the sale price of the Property under the Rand Purchase Agreement.

1 **F. The Purchase Offer From Kim Young and Summary of the Sale Terms**

2 The Trustee has now received an offer from the Buyer, Kim Young, to purchase the
3 Property for \$2,502,000. Attached as **Exhibit 2** to the Wolfe Declaration annexed to the Motion
4 is a true and correct copy of the Kim Purchase Agreement that is the subject of this Sale Motion.

5 The Buyer is not related to anyone connected to the Debtor, the Debtor's Estate, the
6 Trustee, the Trustee's agents, employees and/or counsel or any other party in interest in this case.

7 A summary of terms and highlights of the Kim Purchase Agreement are discussed below,
8 but the summary and discussion are not meant to be a complete review of every provision of the
9 Kim Purchase Agreement. The Kim Purchase Agreement itself is the legally binding document
10 the Trustee seeks approval of and, in the event of any inconsistency between the terms,
11 provisions or effect of the Kim Purchase Agreement and the description of it in these pleadings,
12 the Kim Purchase Agreement alone shall govern and not these pleadings or the descriptions
13 herein. In summary, the principal terms of the sale of the Property shall be as follows (the
14 Trustee is referred to at times as the "Seller" in the following summary):

16 Buyer	Young Kim 19401 S. Main Street #301 Gardena, CA 90248
18 Purchase Price	\$2,502,000, subject to the Bid Procedures
19 Deposit	\$100,000 payable within five days of the Effective Date of the Kim 20 Purchase Agreement. The Kim Purchase Agreement states an 21 Effective Date of January 30, 2015. The Deposit shall immediately be 22 released to the Trustee who shall immediately transfer the Deposit to a segregated Trustee's account subject to the terms of the Kim Purchase Agreement. The Deposit shall become non-refundable to Buyer unless Seller fails to obtain a Final Order as hereinafter defined, or otherwise terminates the Kim Purchase Agreement other than for Buyer's default.
23 Payment of Balance 24 of the Purchase Price	Upon Closing, the balance of the Purchase Price the Buyer's share of closing costs and prorations as provided under the Kim Purchase 25 Agreement shall be paid through Escrow in Good Funds. The 26 Purchase Price shall only increase if there is an overbid and if Buyer then chooses to bid again, increasing the Purchase Price to such bid amount.
27 Contingency Period	The Buyer acknowledges that Buyer is not entitled to a due diligence 28 on the Property and the Kim Purchase Agreement includes no contingency period.

<p>1 Escrow Holder and 2 Escrow Closing and 3 Closing Date</p>	<p>Escrow Holder shall be First American Title Company attention: Emilya Svadjian Vice President National Accounts 777 S. Figueroa Street, Suite 400, Los Angeles, CA 90017.</p> <p>The term "Closing of Escrow" or "Closing Date" shall mean the date which is mutually agreed upon between Buyer and Seller, but shall be no later than sixty calendar days after the satisfaction of the condition in the Kim Purchase Agreement requiring Bankruptcy Court approval of the transaction by issuing an Order as contemplated by the Kim Purchase Agreement and contingent upon the order approving the transaction becoming a Final Order (as defined in the Kim Purchase Agreement) before Closing. Notwithstanding the foregoing, the Closing Date may be extended in the sole and absolute discretion of the Trustee.</p>
<p>8 Costs of Sale and 9 Payments Through 10 Escrow (including 11 Real Estate Agent 12 Commission)</p>	<p>The Buyer is represented by a real estate broker Lee & Associates, Travis Allen ("Buyer's Broker") in this sale transaction. Under the Kim Purchase Agreement, the Buyer's Broker is entitled to compensation relating to the sale only upon the recording of the grant deed transferring title to the Property, and, only if the sale actually closes to the Buyer. At the close of escrow the Trustee, through Escrow, shall pay the Buyer's Broker a commission in the amount of five percent of the purchase price (or \$125,100). If sale of the Property does not close to the Buyer, the Buyer's Broker shall not be entitled to a commission. The Trustee is not represented by a real estate broker.</p> <p>The Buyer shall bear the cost of all deed recording fees, escrow fees, settlement fees, tax certificates, transfer taxes and notary fees. The Estate shall pay for real estate brokerage commissions and title charges. Buyer and Seller shall each pay the fees of their own respective attorneys and other consultants.</p>
<p>17 Bankruptcy Court 18 Approval</p>	<p>The Kim Purchase Agreement is subject to approval by the United States Bankruptcy Court for the Central District of California, Santa Ana Division and entry of a Final Order and termination of any appeals related thereto in the Debtor's bankruptcy case. The Kim Purchase Agreement is expressly contingent upon the Seller obtaining Bankruptcy Court approval of the sale of the Property with a finding that Buyer is in good faith pursuant to Bankruptcy Code section 363(m). The Seller makes no warranties, either express or implied, as to his ability to obtain approval of the Bankruptcy Court and entry of a Final Order, and in the event that the Seller is unable to obtain said approval and Final Order, the Buyer its officers, directors, shareholders, agents, successors and assigns shall hold the Seller, his attorneys, agents and brokers harmless from any and all damages which the Buyer may allege it has suffered as a result therefrom. Buyer's Deposit shall be immediately refunded in the event such approval is not obtained.</p>
<p>25 Unknown 26 Contingencies</p>	<p>If the Trustee is unable to complete the sale of the Property because of unknown defects in the title, or because the liens and encumbrances exceed the amounts known to the Trustee, or by being divested of title by the Bankruptcy Court, or because the income tax consequences of the sale are excessive or for any other reason, the Buyer's sole damages will be limited to the refund of his Deposit.</p>

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

<p>Terms of Sale - Purchase Without Warranties</p>	<p>The Buyer acknowledges that it is purchasing the Property from the Seller on an “AS IS - WHERE IS” basis without representations or warranties of any kind, express or implied, being given by the Seller, concerning the value, condition or fitness of purpose for any use thereof. The Buyer acknowledges that it is aware that the Property is considered a “brownfield” and that any expansion, redevelopment, or reuse of the Property may be complicated by the presence of hazardous substances, pollutants, or contaminants. The Buyer further acknowledges that it is aware that the Property is the site of a former landfill and according to the California Department of Toxic Substances Control (“DTSC”) and that prior to the Petition Date; the DTSC was overseeing cleanup actions at the Property and has incurred environmental response costs in connection with the Property. The Buyer is further aware that documents pertinent to the Property and the DTSC actions are available on the DTSC website at www.dtsc.ca.gov at the “EnviroStar” link which is searchable by site name and city location. The Buyer represents and warrants that it is purchasing the Property as a result of his 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 behalf of the Seller. The Buyer acknowledges that the Buyer has inspected the Property, and upon Bankruptcy Court approval of the Kim Purchase Agreement, the Buyer forever waives, for itself, and its successors and assigns, any and all claims against the Debtor, the Estate, John M. Wolfe, as the Trustee of the Estate and in his individual capacity, and his attorneys, agents, and employees, arising or which might otherwise arise in the future concerning the Property.</p>
<p>Terms of Sale - Free and Clear of Liens and Encumbrances</p>	<p>The Seller is to convey good and marketable title to the Property free and clear of any and all liens with liens not released prior to close of escrow or satisfied through escrow, if any, to attach to the proceeds of the sale with the same validity and priority pending further order of the Bankruptcy Court. This provision under the Kim Purchase Agreement for the sale of the Property free and clear of liens with liens not satisfied through Escrow to attach to the proceeds of the sale may be waived by the Seller at his sole discretion. Buyer acknowledges that as of the date of the Kim Purchase Agreement, the Real Property is subject to certain recordings including the following:</p> <ul style="list-style-type: none"> • All matters shown on the Fidelity National Title Company Preliminary Report Order No.: 997-23020949-TC1, attached as Exhibit B to the Kim Purchase Agreement; provided that exceptions 15 and 16 shall be deleted and all taxes paid currently, such that exceptions 2, 3 and 17 shall be deleted and the Property will be subject to only current taxes to be prorated in accordance with Article II Section 1 of the Kim Purchase Agreement. • Claims arising by reason of the environmental contamination described in Section 6 below and elsewhere in the Kim Purchase Agreement. <p>The Property will be conveyed to the Buyer subject to the foregoing recordings impacting the Property.</p>

<p>1 Terms of Sale - 2 Disclaimer of 3 Warranties; "AS-IS 4 AND WHERE-IS" 5 Conveyance</p>	<p>THE SALE OF THE PROPERTY IS AND WILL BE "AS-IS, WHERE-IS, WITH ALL FAULTS" AND, BUYER WILL BE ACCEPTING THE PROPERTY BASED SOLELY ON HIS AND HIS CONSULTANTS' AND ADVISORS' INSPECTION AND INVESTIGATION OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT NEITHER TRUSTEE NOR DEBTOR NOR ITS AGENTS, MEMBERS, REPRESENTATIVES ATTORNEYS NOR ANY OTHER PERSON OR ENTITY ON THEIR BEHALF HAS MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTERS CONCERNING THE PROPERTY INCLUDING, WITHOUT LIMITATION, A) THE TITLE TO THE PROPERTY, (B) THE ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR AFFECTING THE PROPERTY, WATER, SOIL, GEOLOGY, AND IMPROVEMENTS), (C) THE FINANCIAL CONDITION OF THE PROPERTY, (D) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND/OR USES WHICH MAY BE CONDUCTED THEREON, (E) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY AND ALL LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY (INCLUDING, BUT NOT LIMITED TO, ZONING AND BUILDING CODES OR THE STATUS OF ANY DEVELOPMENT OR USE RIGHTS RESPECTING THE PROPERTY), (F) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, ANY MATTER CONCERNING OR RESPECTING ANY INCOME, EXPENSES, CHARGES, LIENS OR ENCUMBRANCES, RIGHTS OR CLAIMS ON, AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF), AND SPECIFICALLY, THAT THE PARTIES HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAW, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE REAL PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER AND ANY AND ALL SIMILAR STATE, COUNTY AND LOCAL LAWS AND ORDINANCES AND THE REGULATIONS NOW OR HEREAFTER ADOPTED, PUBLISHED AND/OR PROMULGATED PURSUANT THERETO.</p> <p>AS A MATERIAL PART OF THE CONSIDERATION FOR THE SALE OF THE PROPERTY, AND EXCEPT FOR CLAIMS EXPRESSLY RESERVED HEREIN, BUYER HEREBY WAIVES</p>
--	--

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AND RELEASES THE TRUSTEE AS AN INDIVIDUAL AND IN HIS CAPACITY AS A FIDUCIARY FOR THE DEBTOR'S ESTATE AND HIS COUNSEL, AND AFFILIATES FROM, ANY AND ALL CLAIMS THAT ARE BASED DIRECTLY OR INDIRECTLY ON, ARISE FROM OR IN CONNECTION WITH, OR ARE RELATED TO THE PROPERTY (OR THE TRUSTEE'S ADMINISTRATION OF THE ESTATE) INCLUDING BUT NOT LIMITED TO THE FOLLOWING, (A) THE TITLE TO THE PROPERTY, (B) THE ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR AFFECTING THE PROPERTY, WATER, SOIL, GEOLOGY, AND IMPROVEMENTS), (C) THE FINANCIAL CONDITION OF THE PROPERTY, (D) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND/OR USES WHICH MAY BE CONDUCTED THEREON, (E) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY AND ALL LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY (INCLUDING, BUT NOT LIMITED TO, ZONING AND BUILDING CODES OR THE STATUS OF ANY DEVELOPMENT OR USE RIGHTS RESPECTING THE PROPERTY), (F) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY SO LONG AS SUCH MATTERS AND ISSUES PERTAIN TO OR ARISE SOLELY IN REGARD TO OR FROM THE TRANSFER FROM THE SELLER TO THE BUYER, AND SPECIFICALLY, THAT THE PARTIES HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY CLAIMS ARISING FROM ISSUES OF COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAW, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER AND ANY AND ALL SIMILAR STATE, COUNTY AND LOCAL LAWS AND ORDINANCES AND THE REGULATIONS NOW OR HEREAFTER ADOPTED, PUBLISHED AND/OR PROMULGATED PURSUANT THERETO.

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT HE MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE NOW (OR AS OF THE CLOSING) KNOWN OR BELIEVED TO BE TRUE REGARDING THE PROPERTY; AND/OR PROPERTY INFORMATION. BUYER'S AGREEMENT TO RELEASE, ACQUIT AND DISCHARGE THE SELLER AS SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT, NOTWITHSTANDING THE EXISTENCE OR DISCOVERY OF ANY SUCH DIFFERENT OR ADDITIONAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

	<p>FACTS. BUYER KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS, BENEFITS AND PRIVILEGES TO THE FULLEST EXTENT PERMISSIBLE UNDER ANY FEDERAL, STATE, LOCAL, OR OTHER LAWS WHICH DO OR WOULD NEGATIVELY AFFECT THE VALIDITY OR ENFORCEABILITY OF ALL OR PART OF THE RELEASES SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING WAIVER, BUYER ACKNOWLEDGES THAT HE HAS, WITH HIS LEGAL COUNSEL, CONSIDERED CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:</p> <p style="text-align: center;">“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 HIS OR HER SETTLEMENT WITH THE DEBTOR.”</p> <p>AND, BEING AWARE THAT SAID PROVISION MIGHT OTHERWISE APPLY TO AND LIMIT THE EFFECT OF BUYER’S WAIVER AND RELEASE HEREIN, KNOWINGLY WAIVES THE BENEFITS OF SUCH STATUTE AND INTENDS THAT IT NOT SO APPLY</p>
<p>Limitations of Sale</p>	<p>The parties acknowledge that the operation of the law has placed the Trustee in a unique role as the Seller of the Property. Due to the nature of the Trustee's role in administering the Estate, there are limitations as to the extent, type and character of the agreement under which the Trustee can convey the Property. The Trustee proposes to sell this asset subject to certain limitations. The parties hereby acknowledge that they understand the terms under which the Property is to be conveyed may vary substantially from the normal customs and trade within the real estate industry. Except where expressly mandated by operation of law, the Buyer consents to any such modifications and amendments.</p>
<p>Trustee’s Capacity</p>	<p>The Buyer shall be expressly aware and fully informed that the Trustee is selling the Property exclusively in his capacity as the Chapter 7 Trustee of the 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 Estate. Buyer acknowledges that the Trustee is acting in his official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Kim Purchase Agreement and any addenda thereto, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee’s liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of Escrow, the United States Bankruptcy Court for the Central District of California, Santa Ana Division shall have and retain the sole and exclusive jurisdiction over the Property of this transaction and the Kim Purchase Agreement; and all disputes arising before and after closing shall be resolved in said Bankruptcy Court. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to immediately upon demand return any money paid to the Trustee by the Buyer, without deduction.</p>

1		All other liability of the Trustee, or his agents or attorneys, is hereby released.
2	Terms of Sale -	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
3	Good Faith Finding	
4		
5	Terms of Sale -	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 Kim Purchase Agreement.
6	Waiver of Rule	
7	6004(h)	
8		

9

10 **A. Notice of Bid Procedures**

11 The Trustee has determined that it would benefit the Estate to permit all interested parties
12 to receive information and bid for the Property instead of selling the Property to the Buyer on an
13 exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the
14 creditors of this Estate, the Trustee also seeks Court approval of the following bid procedures
15 ("Bid Procedures"):

16 a. The potential over bidders must bid an initial amount of at least \$200,000
17 over the purchase price offered for the Property by the Buyer. Minimum bid increments
18 thereafter shall be \$100,000.

19 b. Overbids must be in writing and be received by the Trustee and the
20 Trustee's counsel, Shulman Hodges & Bastian LLP to the attention of Leonard M. Shulman, on
or before 4:00 p.m. (California time) on the date which is one day prior to the hearing on the Sale
Motion.

21 c. Overbids must be accompanied by a deposit ("Overbid Deposit") in the
22 form of Good Funds in the amount of at least \$200,000 payable to "John M. Wolfe, Trustee for
the Bankruptcy Estate of Carson Valley, LLC, Case No. 8:10-bk-24665-TA".

23 d. The over bidder must also provide evidence satisfactory to the Trustee of
24 having sufficient specifically committed funds to complete the transaction or a lending
25 commitment for the bid amount and such other documentation relevant to the bidder's ability to
26 qualify as the purchaser of the Property and ability to close the sale and immediately and
unconditionally pay the winning bid purchase price at closing.

27 e. The over bidder must seek to acquire the Property on terms and
28 conditions not less favorable to the Estate than the terms and conditions to which the Buyer has
agreed to purchase the Property, including but not limited to completing any due diligence by the
same deadline as imposed on the Buyer such that all bidders shall become non-contingent at the
conclusion of the Buyer's Contingency Period as provided in the Kim Purchase Agreement and

1 closing on the sale in the same time parameters as the Buyer. For the purposes of bidding, all-
2 cash consideration shall be favored by the Trustee.

3 f. All competing bids must acknowledge that the bidder is purchasing the
4 Property from the Seller on an "AS IS - WHERE IS" basis without representations or warranties
5 of any kind, express or implied, being given by the Seller, concerning the value, condition or
6 fitness of purpose for any use thereof. The competing bid must acknowledge that it is aware that
7 the Property is considered a "brownfield" and that any expansion, redevelopment, or reuse of the
8 Property may be complicated by the presence of hazardous substances, pollutants, or
9 contaminants. The competing bid must further acknowledge that it is aware that the Property is
10 the site of a former landfill and according to the California Department of Toxic Substances
11 Control ("DTSC") and that prior the Petition Date, the DTSC was overseeing cleanup actions at
12 the Property and has incurred environmental response costs in connection with the Property. The
13 competing bid must acknowledge the bidder is aware that documents pertinent to the Real
14 Property and the DTSC actions are available on the DTSC website at www.dtsc.ca.gov at the
15 "EnviroStar" link which is searchable by site name and city location. The competing bid must
16 represent and warrant that the bidder is purchasing the Property as a result of its own
17 investigations and is not buying the Property pursuant to any representation made by any broker,
18 agent, accountant, attorney or employee acting at the direction or on behalf of the Seller. The
19 competing bid must acknowledge that the bidder has inspected the Property, and upon
20 Bankruptcy Court approval of the competing bid purchase agreement, the competing bidder
21 forever waives, for itself, and its successors and assigns, any and all claims against the Debtor,
22 the Estate, John M. Wolfe, as the Trustee of the Estate and in his individual capacity, and his
23 attorneys, agents, and employees, arising or which might otherwise arise in the future concerning
24 the Property.

25 g. If overbids are received, the final bidding round for the Property shall be
26 held at the hearing on the Sale Motion in order to allow all potential bidders the opportunity to
27 overbid and purchase the Property. At the final bidding round to be conducted before the Court,
28 the Trustee will seek entry of an order, inter alia, authorizing and approving the sale of the
Property to the bidder who the Trustee, in the exercise of his business judgment, may determine
to have made the highest and best offer to purchase the Property, consistent with the Bid
Procedures ("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.

29 h. At the hearing on the Sale Motion, the Trustee will seek entry of an order,
inter alia, authorizing and approving the sale of the Real Property to the Successful Bidder.

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

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

1 **B. Discussion Regarding Overbids**

2 The offer for the purchase of the Property received from the Buyer is the best material
3 offer thus far received by the Trustee.

4 The Trustee is proposing the sale of the Property to be subject to the Bid Procedures. The
5 Bid Procedures will be provided to all creditors and any potential bidders or parties who have
6 shown an interest in the Property.

7 In addition, a Notice of Sale of Estate Property will be filed with the Court for posting on
8 the Court's website under the link "Current Notices of Sales", thereby giving notice to
9 additional potential interested parties.

10 Based on the foregoing, the Trustee believes that under the circumstances of this case, the
11 Property will have been appropriately marketed for overbidding.

12 **C. Costs of Sale**

13 The Buyer is represented by a real estate broker Lee & Associates, Travis Allen
14 ("Buyer's Broker") in this sale transaction. Under the Kim Purchase Agreement, the Buyer's
15 Broker is entitled to compensation relating to the sale only upon recordation of the grant deed
16 transferring title to the Property, and, only if the sale actually closes to the Buyer. At the close of
17 escrow the Trustee, through Escrow, shall pay the Buyer's Broker a commission in the amount
18 of five percent of the purchase price (or \$125,100). If sale of the Property does not close to the
19 Buyer, the Buyer's Broker shall not be entitled to a commission. The Trustee is not represented
20 by a real estate broker.

21 The Buyer shall bear the cost of all deed recording fees, escrow fees, settlement fees, tax
22 certificates, transfer taxes and notary fees. The Estate shall pay for real estate brokerage
23 commissions and title charges. Buyer and Seller shall each pay the fees of their own respective
24 attorneys and other consultants.

25 **D. Tax Consequences**

26 The Trustee is advised that the Debtor, a limited liability company which was formed by
27 the investors on a loan to Watt/Walder Limited Partnership, acquired the property following a
28 foreclosure sale under the defaulted loan. It is anticipated that the sale of the Property by the

1 Estate will be for less than the Debtor's costs for the purchase of the Property. At this time, the
2 Trustee does not know what the capital gains taxes liability will be, if any, generated by the sale,
3 and it has not yet been determined if the capital gains, if any, will be passed through to the
4 members of the Debtor. In the event that there is any tax liability generated from the sale of the
5 Property that is a liability of the Estate, it is anticipated that such taxes will be paid from the
6 proceeds of the sale.

7 **E. The Sale Will Be Free and Clear of Liens**

8 The Trustee is to convey good and marketable title to the Property free and clear of any
9 and all liens with liens not released prior to close of escrow or satisfied through escrow, if any, to
10 attach to the proceeds of the sale with the same validity and priority pending further order of the
11 Bankruptcy Court. This provision under the Kim Purchase Agreement may be waived by the
12 Trustee at his sole discretion. The Buyer acknowledges that as of the date of the Kim Purchase
13 Agreement, the Property is subject to certain recordings including the following:

14 a. All matters shown on the Fidelity National Title Company Preliminary
15 Report Order No.: 997-23020949-TC1, attached as Exhibit B to the Kim Purchase Agreement;
16 provided that exceptions 15 and 16 shall be deleted and all taxes paid currently, such that
17 exceptions 2, 3 and 17 shall be deleted and the Property will be subject to only current taxes to
18 be prorated in accordance with Article II Section 1 of the Kim Purchase Agreement.

19 b. Claims arising by reason of the environmental contamination described in
20 Section 6 below and elsewhere in the Kim Purchase Agreement.

21 The Property will be conveyed to the Buyer subject to the foregoing recordings impacting
22 the Property.

23
24
25
26
27
28

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **100 Spectrum 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*) **February 12, 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*) **February 12, 2015**, 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*) **February 12, 2015**, 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

Honorable Theodor C. Albert, U.S. Bankruptcy Court, 411 West Fourth Street, Bin Beside 5th Floor Elevators, Santa Ana, CA 92701

Service information continued on attached page

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

February 12, 2015

Date

Lorre Clapp

Printed Name

/s/ Lorre Clapp

Signature

NEF SERVICE LIST

- Jeffrey S Benice jsb@jeffreybenice.com *Attorney for the Debtor*
- Jacquelyn H Choi jchoi@swesq.com *Attorney for for Los Angeles County Treasurer & Tax Collector*
- Lauren N Gans lgans@shensonlawgroup.com *Attorney for the Gomberg Parties*
- Barry S Glaser bglaser@swesq.com *Attorney for Los Angeles County Treasurer & Tax Collector*
- Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com;mforsythe@goeforlaw.com *Attorney for Interested Party VA Property Group, LLC*
- Nancy S Goldenberg nancy.goldenberg@usdoj.gov *Attorney for the U.S. Trustee*
- Jeffrey G Gomberg gomberg@bgwmedia.com, gomberg@synair.com *NEF for Jeffrey Gomberg on behalf of Geoffrey Siodmak and Robert M. Peppercorn*
- Kenneth Hennesay khennesay@allenmatkins.com *Attorney for Interested Party - Courtesy NEF*
- Ryan D ODea rodea@shbllp.com, sswartzell@shbllp.com *Attorney for the Chapter 7 Trustee*
- James Potter james.potter@doj.ca.gov *Attorney for Creditor California Department of Toxic Substances Control*
- Jonathon Shenson jshenson@shensonlawgroup.com *Attorneys for Jeffrey Gomberg on behalf of Geoffrey Siodmak and Robert M. Peppercorn*
- Leonard M Shulman lshulman@shbllp.com *Attorney for the Chapter 7 Trustee*
- United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov *U.S. Trustee Office of United States Trustee*
- Robert G Wilson rwilson@lgbfirm.com, kalandy@lgbfirm.com *Attorneys for Howard B. Grobstein, Chapter 7 Trustee for the bankruptcy estate of Point Center Financial, Inc.*
- John M Wolfe (TR) john.wolfe@txitrustee.com, ecf.alert+jmwolfe@titlexi.com *Chapter 7 Trustee*
- John M Wolfe (TR) john.wolfel@earthlink.net, ecf.alert+jmwolfe@titlexi.com *Chapter 7 Trustee*

EMAIL SERVICE LIST

Jason Schirn, Principal
HPP Acquisitions, LLC
c/o Hager Pacific Properties
Via email: jason.schirn@hagerpacific.com

Aaron L. Bowers, Esq.
Certus Advisory Partners LLC
Via email: abowers@certusap.com

David A. White
Director Capital Markets & Finance
WCD Group, LLC
Via email: dwhite@wcdgroup.com

Gregg F. Meister
Penn Real Estate Group, Ltd.
Via email: greg@pennrealestategroup.com

Rand Resources, LLC
Attn: Richard Rand
Via email: rrand2000@aol.com

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attn: Peter J. Roth, Esq. and Kenneth Hennesay, Esq.
Via email: proth@allenmatkins.com; khennesay@allenmatkins.com

Young Kim
Via email: young@klfenix.com
Levitt Law, a Professional Corporation
Scott L. Levitt, Esq.
Via email: scott@levittlawca.com

U.S. MAIL SERVICE LIST

**RETURNED 4/14/2014, UNDELIVERABLE,
NO FORWARDING**

DEBTOR

CARSON VALLEY, LLC
7 ARGONAUT
ALISO VIEJO, CA 92656

NOTICE PURPOSES

ROBERT M PEPPERCORN
668 GABRIEL AVENUE
YUBA CITY, CA 95993

COURT NOTICING MATRIX

VA PROPERTY GROUP, LLC OR
ASSIGNEE
C/O GOE & FORSYTHE, LLP
18101 VON KARMAN AVENUE
SUITE 510
IRVINE, CA 92612

COURT NOTICING MATRIX

CALIFORNIA DEPARTMENT OF TOXIC
SUBSTANCES CONTROL
C/O JAMES POTTER, DEPARTMENT OF
JUSTICE
300 S. SPRING STREET, SUITE 1702
LOS ANGELES, CA 90013

COURT NOTICING MATRIX

POINT CENTER FINANCIAL INC
ATTN PRESIDENT OR MANAGING AGENT
7 ARGONAUT
ALISO VIEJO CA 92656

COURT NOTICING MATRIX

SMITH TRAGER LLP
2192 MARTIN SUITE 270
IRVINE CA 92612

NOTICE PURPOSES

WATT MANAGEMENT COMPANY
ATTN PAMELA HILL
2716 OCEAN PARK BLVD SUITE 3040
SANTA MONICA, CA 90405

**ATTORNEYS FOR THE LOS ANGELES
COUNTY TREASURER AND TAX
COLLECTOR**

BARRY S GLASS ESQ
SUSAN M FREEDMAN ESQ
STECKBAUER WEINHART LLP
333 S HOPE STREET, 36TH FLOOR
LOS ANGELES, CA 90071

COURT NOTICING MATRIX

CALIFORNIA DEPARTMENT OF TOXIC
SUBSTANCES CONTROL
1001 I STREET
SACRAMENTO, CA 95814-2828
US

COURT NOTICING MATRIX

COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
225 N HILL STREET
LOS ANGELES CA 90012

CLAIM FILED

LOS ANGELES COUNTY TREASURER AND
TAX COLLECTOR
PO BOX 54110
LOS ANGELES CA 90054-0110

ADDITIONAL NOTICE

POINT CENTER FINANCIAL, INC
9828 RESEARCH DRIVE
IRVINE CA 92618-4310

NOTICE PURPOSES

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

NOTICE PURPOSES

CITY OF CARSON REDEVELOPMENT
AGENCY
701 E CARSON STREET
CARSON, CA 90745

CLAIM FILED

GEOFFREY SIODMAK AND JUDY SIODMAK
32991 LUISENO CIR
PAUMA VALLEY, CA 92061

COURT NOTICING MATRIX

GOE & FORSYTHE, LLP
ROBERT P. GOE, ESQ.
18101 VON KARMAN AVE
SUITE 510
IRVINE, CA 92612

ADDITIONAL NOTICE

COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
SECURED PROPERTY TAX DIVISION
TAX DEFAULTED LAND UNIT
225 NO. HILL STREET, RM 130
LOS ANGELES, CA 90012

COURT NOTICING MATRIX

OFFICE OF THE U.S. TRUSTEE
411 WEST FOURTH STREET, SUITE 9041
SANTA ANA, CA 92701-3000

ADDITIONAL NOTICE

HOWARD B GROBSTEIN CHAPTER 7
TRUSTEE FOR
POINT CENTER FINANCIAL, INC.
10635 SANTA MONICA BLVD. SUITE 315
LOS ANGELES, CA 90025

CLAIM FILED

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

NOTICE PURPOSES

CITY OF CARSON REDEVELOP AGENCY
ATTN AGENCY MANAGER OR
PRESIDENT/AGENCY SECRETARY
1 CIVIC PLAZA, SUITE 500
CARSON, CA 90745

MEMBER 1

AMERICAN NATIONAL RED CROSS
ATTN MELISSA M COPHER, GIFT
PLANNING MANAGER
2025 E ST NW ROOM #NE7-037B
WASHINGTON, DC 20006-5009

MEMBER 2

TOBY ARGANDONA AND ANGIE
ARGANDONA TRUSTEES OF THE
ARGANDONA LIVING TRUST DATED
DECEMBER 17, 1994
15627 ARROW HWY
IRWINDALE, CA 91706-2004

MEMBER 2 - ADDITIONAL NOTICE

**TOBY ARGANDONA AND ANGIE
ARGANDONA TRUSTEES OF THE
ARGANDONA LIVING TRUST DATED
DECEMBER 17, 1994**
BANK OF NEW YORK
48 WALL STREET
NEW YORK, NY 10286

MEMBER 3

ROBERT G ASTLE AND JULIA M ASTLE
TRUSTEES OF THE
ROBERT G AND JULIA M ASTLE FAMILY
TRUST
INITIALLY CREATED SEPTEMBER 25,
1991
18141 BASTANCHURY RD
YORBA LINDA, CA 92886-2336

MEMBER 4

VICTOR BODZIAK AND CECILIA BODZIAK
HUSBAND AND WIFE AS JOINT TENANTS
27112 BONLEE AVENUE
CANYON COUNTRY, CA 91351-2504

MEMBER 4 - ADDITIONAL NOTICE

VICTOR BODZIAK AND CECILIA BODZIAK
HUSBAND AND WIFE AS JOINT TENANTS
35 WILSON AVENUE
WAYNE, NJ 07470

MEMBER 5

CHARLIE J BOWER AND ELIZABETH F
BOWER
HUSBAND AND WIFE AS JOINT TENANTS
12101 ORA STREET
GARDEN GROVE, CA 92840-3421

MEMBER 5 - ADDITIONAL NOTICE

CHARLIE J BOWER AND ELIZABETH F
BOWER
HUSBAND AND WIFE AS JOINT TENANTS
2000 S FLIPPEN DRIVE
ANAHIEM, CA 92802-3911

MEMBER 6

WILLIAM J WATTS
A MARRIED MAN AS HIS SEPARATE
PROPERTY
624 STARLIGHT CREST DRIVE
LA CANADA, FLINTRIDGE, CA 91011-2856

MEMBER 7 - ADDITIONAL NOTICE

CHARLINDA L DUNN IRA

CHARLINDA L DUNN IRA
25501 MCINTYRE STREET
LAGUNA HILLS, CA 92653

MEMBER 7 - ADDITIONAL NOTICE

CHARLINDA L DUNN IRA

CALIFORNIA NATIONAL BANK AS
CUSTODIAN OF IRA
FBO CHARLINDA L DUNN
POLYCOMP ADMINISTRATIVE SERVICES
6400 CANOGA AVENUE SUITE 250
WOODLAND HILLS, CA 91367

MEMBER 8

CARLOS W AND CONNIE T COLLINS
TRUSTEES OF
THE COLLINS FAMILY TRUST DATED
FEBRUARY 24, 1992
73124 WILLOW STREET
PALM DESERT, CA 92260-5740

MEMBER 9

CHRISTINA MURADIAN AND REBECCA
MURADIAN, AS SINGLE WOMAN AND
HELENE MURADIAN, AN UNMARRIED
WOMAN,
ALL AS JOINT TENANTS WITH RIGHT OF
SURVIVORSHIP
2310 JOREE LANE
SAN RAMON, CA 94582-3214

MEMBER 10

EDWIN D COOPER TRUSTEE OF THE
EDWIN D COOPER TRUST DATED OCTOBER
9, 1995
MARTA M COOPER SUCCESSOR TRUSTEE
OF THE EDWIN D COOPER TRUST
PO BOX 29284
LAUGHLIN, NV 89028-9284

MEMBER 11

VICTORIA COOPER TRUSTEE OF THE
VICTORIA COOPER REVOCABLE LIVING
TRUST
DATED SEPTEMBER 3, 2008
654 CHAPARRAL CIRLE
NAPA, CA 94558-1582

MEMBER 12

DESERT HEALTHCARE FOUNDATION
ATTN PETER YOUNG COO CFO
1140 N INDIAN CANYON DRIVE
PALM SPRINGS, CA 92264-4872

MEMBER 13 - ADDITIONAL NOTICE

JOHNADENE M DUNN AND ROBIN L

GERRARD BENEFICIARIES

OF JOHN PAUL DUNN IRA

JOHNADENE M DUNN AND ROBIN L
GERRARD BENEFICIARIES
OF JOHN PAUL DUNN IRA
25501 MCINTYRE STREET
LAGUNA HILLS, CA 92653

MEMBER 13 - ADDITIONAL NOTICE

JOHNADENE M DUNN AND ROBIN L

GERRARD BENEFICIARIES

OF JOHN PAUL DUNN IRA

CALIFORNIA NATIONAL BANK AS
CUSTODIAN OF IRA
FBO JOHNADENE M DUNN AND ROBIN L
GERRARD
POLYCOMP ADMINISTRATIVE SERVICES
6400 CANOGA AVENUE SUITE 250
WOODLAND HILLS, CA 91367

MEMBER 14

WENDELL R EDWARDS AND C DENA
EDWARDS
HUSBAND AND WIFE AS JOINT TENANTS
860 MORNINGSIDE DRIVE APT C406
FULLERTON, CA 92835-3565

MEMBER 17

LEONARD FERRIS AND GLORIA FERRIS
TRUSTEES OF THE
FERRIS LIVING TRUST DATED
FEBRUARY 28, 1988
566 AVENIDA SEVILLA UNIT A
LAGUNA WOODS, CA 92637-8340

**MEMBER 19 AND 20 ADDITIONAL
NOTICE**
**BEVERLY ANNE HARRIS TRUSTEE OF
THE**

**WILLIAM L HARRIS AND BEVERLY
ANNE HARRIS TRUST**
DATED DECEMBER 17, 1990, ET AL
BEVERLY ANNE HARRIS TRUSTEE OF
THE
WILLIAM L HARRIS AND BEVERLY
ANNE HARRIS TRUST
DATED DECEMBER 17, 1990, ET AL
PO BOX 835
MAMMOTH LAKES, CA 93546

MEMBER 21 - ADDITIONAL NOTICE

TOBY ARGANDONA IRA
(PENSOC TRUST COMPANY AS
CUSTODIAN)
15627 ARROW HIGHWAY
IRWINDALE, CA 91706

MEMBER 22 - ADDITIONAL NOTICE

CAROLE S FRANKEL IRA
(FIRST TRUST COMPANY OF ONAGA AS
CUSTODIAN)
FIRST TRUST COMPANY OF ONAGA
CUSTODIAN
PO BOX 420
ONAGA, KS 66521-0420

MEMBER 24

GEOFFREY C SIDOMAK IRA
11888 RANCHO HEIGHTS ROAD
PALA, CA 92059

MEMBER 15

EUGENE C AND MARY ANN ELLIS
TRUSTEES OF THE
ELLIS REVOCABLE TRUSTE DATED
DECEMBER 21, 199
339 CONCHO DRIVE
RENO, NV 89521

MEMBER 18

CHRISTINE M GIWOFF A MARRIED WOMAN
AS HER SEPARATE PROPERTY
25562 EL CONEJO LANE
LAGUNA HILLS, CA 92653-5344

MEMBER 19 AND 20 ADDITIONAL NOTICE
BEVERLY ANNE HARRIS TRUSTEE OF THE
WILLIAM L HARRIS AND BEVERLY ANNE
HARRIS TRUST

DATED DECEMBER 17, 1990, ET AL
BEVERLY ANNE HARRIS TRUSTEE OF THE
WILLIAM L HARRIS AND BEVERLY ANNE
HARRIS TRUST
DATED DECEMBER 17, 1990, ET AL
350 N PACHEA TRAIL
CEDAR CITY, UT 84720

MEMBER 21 - ADDITIONAL NOTICE

TOBY ARGANDONA IRA
(PENSOC TRUST COMPANY AS CUSTODIAN)
PENSOCO TRUST COMPANY CUSTODIAN
PO BOX 193716
SAN FRANCISCO, CA 94119-3716

MEMBER 23

ROBERT M PEPPERCORN IRA
#PEIDY PLAINTIFF
350 DEL NORTE AVENUE
YUBA CITY, CA 95993

MEMBER 24 - ADDITIONAL NOTICE

GEOFFREY C SIDOMAK IRA
PENSOCO TRUST COMPANY CUSTODIAN
PO BOX 193716
SAN FRANCISCO, CA 94119-3716

MEMBER 16

BYRNE FALKE TRUSTEE OF THE
VILLAGE HARDWARE DEFINED BENEFIT
PENSION PLAN
PO BOX 3506
INCLINE VILLAGE, NV 89450-3506

MEMBER 19 AND 20 ADDITIONAL NOTICE
BEVERLY ANNE HARRIS TRUSTEE OF THE
WILLIAM L HARRIS AND BEVERLY ANNE
HARRIS TRUST

DATED DECEMBER 17, 1990, ET AL
BEVERLY ANNE HARRIS TRUSTEE OF THE
WILLIAM L HARRIS AND BEVERLY ANNE
HARRIS TRUST
DATED DECEMBER 17, 1990, ET AL
249 BOUQUET CANYON DR
PALM DESERT, CA 92211-3202

MEMBER 21

TOBY ARGANDONA IRA
3302 BOUNTY CIRCLE
HUNTINGTON BEACH, CA 92649

MEMBER 22

CAROLE S FRANKEL IRA
(FIRST TRUST COMPANY OF ONAGA AS
CUSTODIAN)
95951 JURA DRIVE
HUNTINGTON BEACH, CA 92646-6417

MEMBER 23 - ADDITIONAL NOTICE

ROBERT M PEPPERCORN IRA
#PEIDY PLAINTIFF
PENSOCO TRUST COMPANY CUSTODIAN
PO BOX 193716
SAN FRANCISCO, CA 94119-3716

MEMBER 25

WILLIAM J WATTS IRA
(PENSOCO TRUST COMPANY AS CUSTODIAN)
624 STARLIGHT CREST DRIVE
LA CANADA, FLINTRIDGE, CA 91011-2856

MEMBER 25 - ADDITIONAL NOTICE

WILLIAM J WATTS IRA
(PENSCO TRUST COMPANY AS
CUSTODIAN)
PENSCO TRUST COMPANY CUSTODIAN
PO BOX 193716
SAN FRANCISCO, CA 94119-3716

MEMBER 27 - ADDITIONAL NOTICE

CHARLINDA L DUNN A WIDOW
25501 MCINTYRE STREET
LAGUNA HILLS, CA 92653

MEMBER 29 - ADDITIONAL NOTICE

MILTON D JONES IRA
(LINCOLN TRUST COMPANY AS
CUSTODIAN)
NTC & COMPANY CUSTODIAN
PO BOX 173859
DENVER, CO 80217-3859

MEMBER 30 - ADDITIONAL NOTICE

JOY P THROSSELL AN UNMARRIED
WOMAN
C/O DIANE AND MICHAEL HAVERTY
663 MI TIERRA LANE
SANTA MARIA, CA 93455

MEMBER 32 - ADDITIONAL NOTICE

MUN SU KIM A WIDOWER
#702 HYUNDAE WORLD VILLAGE
191 BANGEE-DONG SONGPA-GU
SEOUL, KOREA 138-834

MEMBER 35

PATRICIA E LYDON A SINGLE WOMAN
1124 E LAS TUNAS DRIVE APT E
SAN GABRIEL, CA 91776-1737

MEMBER 37

JOHN B MAITLAND JR TRUSTEE OF THE
JOHN B MAITLAND JR TRUST DATED
JULY 10, 1995
654 CHAPARRAL CIRLE
NAPA, CA 94558-1582

MEMBER 40

DOLORES MILETI TRUSTEE OF THE
DOLORES MILETI LIVING TRUST DATED
FEBRUARY 24, 1990
20739 BENZ ROAD
SAUGUS, CA 91350-1420

MEMBER 26

GRACE CATCH TRUSTEE OR HER
SUCCESSORS IN TRUST OF THE
CATCH MARITAL TRUST A
305 S ELM DRIVE
BEVERLY HILLS, CA 90212-4611

MEMBER 28

JOAN C MILLER TRUSTEE OF THE
JOAN C MILLER FAMILY TRUST DATED
SEPTEMBER 16, 2003
2358 CAMINO DEL SOL
FULLERTON, CA 92833-1323

MEMBER 30

JOY P THROSSELL AN UNMARRIED WOMAN
6500 E HIGHWAY 26
UNIT 204
WELCHES, OR 97067

MEMBER 31

DOREEN T KEITH A WIDOW
1660 ALBANY COURT
CLAREMONT, CA 91711-2933

MEMBER 33

BARRY BURTON KORAL AN UNMARRIED
MAN
PO BOX 13
VISTA, CA 92085-0013

MEMBER 36

RAYMOND J MADSEN TRUSTEE OF THE
RAYMOND J MADSEN LIVING TRUST DATED
MAY 4, 1994
38785 AVENIDA BONITA
MURRIETA, CA 92562

MEMBER 38

SCOTT F MCDANIEL AND CATHERINE M
MCDANIEL
TRUSTEES OF THE MCDANIEL FAMILY
LIVING TRUST
DATED AUGUST 18, 2008 AND ANY
AMENDMENTS THERETO
PO BOX 9373
RANCHO SANTA FE, CA 92067

MEMBER 41

MORRIS B MOBERLY AND MARIE R
MOBERLY TRUSTEES OF
THE MOBERLY FAMILY TRUST DATED
MARCH 25, 1992
3634 CHAPELLE AVENUE
PICO RIVERA, CA 90660-1540

MEMBER 27

CHARLINDA L DUNN A WIDOW
10847 MITCHELL DRIVE
STANTON, CA 90680-2209

MEMBER 29

MILTON D JONES IRA
(LINCOLN TRUST COMPANY AS
CUSTODIAN)
259 WAUKEENA WAY
COTTAGE GROVE, OR 97424-3065

MEMBER 30 - ADDITIONAL NOTICE

JOY P THROSSELL AN UNMARRIED WOMAN
25222 EAST WELCHES ROAD #50
WELCHES, OR 97067

MEMBER 32

MUN SU KIM A WIDOWER
2623 DOVE CREEK LANE UNIT B
PASADENA, CA 91107

MEMBER 34

THE IRV H LICHTENWALD TRUST DATED
APRIL 1, 1994
1131 CLAY STREET
SAN FRANCISCO, CA 94108-1405

MEMBER 36 - ADDITIONAL NOTICE

RAYMOND J MADSEN TRUSTEE OF THE
RAYMOND J MADSEN LIVING TRUST DATED
MAY 4, 1994
PO BOX 160683
BIG SKY, MT 59716

MEMBER 39

CESAR H MEDINA A MARRIED MAN AS HIS
SEPARATE PROPERTY
1910 YUCCA AVENUE
FULLERTON, CA 92835-3314

MEMBER 42

PHYLLIS MORGENSTEN TRUSTEE OF THE
MORGENSTERN INTERVIVOS TRUST
AGREEMENT
DATED AUGUST 14, 1986
26835 AUGUSTA PLACE
VALENCIA, CA 91355-4954

MEMBER 43

MTG INVESTMENTS INC
ATTN PRESIDENT OR MANAGER AGENT
13 HORIZON POINT
FRISCO, TX 75034-6840

MEMBER 44

WILLARD E MURPHY AND BETTYE A
MURPHY TRUSTEES OR
THEIR SUCCESSOR TRUSTEES IN TRUST
UNDER THE
WE AND BETTYE MURPHY LIVING TRUST
DATED JULY 16, 1998
28172 VIA CHABAS
MISSION VIEJO, CA 92692-1710

MEMBER 45

NEIL FRANK A SINGLE MAN
PO BOX 3570
REDONDO BEACH, CA 90277-1570

MEMBER 45 - ADDITIONAL NOTICE

NEIL FRANK A SINGLE MAN
CITIZENS BUSINESS BANK, CUSTODIAN
FBO:
NEIL FRANK RETIREMENT PLAN &
TRUST
701 N. HAVEN AVE
ONTARIO, CA 91764

MEMBER 46 - ADDITIONAL NOTICE

DAVID C NORADOUN AN UNMARRIED MAN
ADPO 298-5400
PUNTARENTAS, 60000 COSTA RICA

MEMBER 47

RONALD F OGLETREE A MARRIED MAN AS
HIS SOLE AND SEPARATE PROPERTY
3410 NORTH FORK HIGHWAY
CODY, WY 82414

MEMBER 48

REBECCA S MURADIAN TRUSTEE OF
THE
MURADIAN FAMILY TRUST DATED
FEBRUARY 14, 2007
PO BOX 27
ORINDA, CA 94563

MEMBER 49

ROCAL FINANCIAL LIMITED PARTNERSHIP,
A
CALIFORNIA LIMITED PARTNERSHIP
MARVIN J. STRUIKSMA, GP
PO BOX 5067
BUENA PARK, CA 90620-5267

MEMBER 50

BARBARA BERNSTEIN TRUSTE OF THE
M AND E ROSEN TRUST DATED 05-10-85
C/O BARBARA BERNSTEIN
14101 DICKENS ST #10
SHERMAN OAKS, CA 91423-4258

MEMBER 51

YOLAND SALAZAR TRUSTEE OF THE
SALAZAR SURVIVOR TRUST
20 BANYAN TREE
IRVINE, CA 92612

MEMBER 52

LARRY SENN AND BERNADETTE SENN
TRUSTEES OF THE
SENN FAMILY TRUST DATED SEPTEMBER
26, 1988
C/O OPTIVEST INC
24901 DANA PT HARBOR DR SUITE 230
DANA POINT, CA 92629

PARNTER 52 - ADDITIONAL NOTICE

LARRY SENN AND BERNADETTE SENN
TRUSTEES OF THE
SENN FAMILY TRUST DATED SEPTEMBER
26, 1988
16741 S PACIFIC AVE
BOX 609
SUNSET BEACH, CA 90742

MEMBER 53

CHARLES A SHEA III TRUSTEE OF THE
CAROLYN OBER SHEA TRUST
PO BOX 2274
GEARHART, OR 97138-2274

MEMBER 53 - ADDITIONAL NOTICE

CHARLES A SHEA III TRUSTEE OF THE
CAROLYN OBER SHEA TRUST
92076 WHISKEY ROAD
WARRENTON, OR 97146

MEMBER 54

TIMOTHY J SPAETH AND ANDREA N
SPAETH TRUSTEES OF
THE TIMOTHY J SPAETH AND ANDREA N
SPAETH LIVING TRUST DATED MAY 25, 2000
300 AVENIDA ARLENA
SAN CLEMENTE, CA 92672-3101

MEMBER 55

SHARON STEINBERG A MARRIED
WOMAN AS HER SEPARATE PROPERTY
6480 ARMITOS DRIVE
CAMARILLO, CA 93010-8827

MEMBER 56

PATRICIA SCHATZ AND JOSEPH STEWART
CO TRUSTEES OF
THE JOSEPH AND ROSE STEWART
IRREVOCABLE CHARITABLE
REMAINDER UNITRUST DATED SEPTEMBER
4, 1990
C/O PATRICIA SCHATZ CO-TRUSTEE
7101 MEADOWSWEET LN
SHAWNEE, KS 66227-5519

MEMBER 57 - ADDITIONAL NOTICE

WALTER K STRALEY ANDN ROSEMARY
GEORGE STRALEY
HUSBAND AND WIFE AS COMMUNITY
PROPERTY
2915 LAWRENCE STREET #14
SAN DIEGO, CA 92106

MEMBER 58

EILEEN F SWEIGART TRUSTEE OF THE
SWEIGART TRUST
DATED OCTOBER 14, 1993
24802 ACROPOLIS DRIVE
MISSION VIEJO, CA 92691-4608

MEMBER 60 - ADDITIONAL NOTICE

JOHN TURNER AND ALICE TURNER
TRUSTEES OF THE
JOHN AND ALICE TURNER FAMILY
TRUST DATED MARCH 24, 1994
800 S PACIFIC COAST HWY STE 8-313
REDONDO BEACH, CA 90277-4783

MEMBER 63

HARRIETT LEFKOWITZ AND MARCI
ARNOLD TRUSTEES OF THE
SURVIVOR'S TRUST UDNER THE IRVING
A AND ANNE YUDOVIN
FAMILY TRUST DATED FEBRUARY 20,
1992 AS AMENDED
11443 DONA TERESA DRIVE
STUDIO CITY, CA 91604-4272

MEMBER 66

STEPHEN AND GAIL HALPERN FAMILY
TRUST
STEPHEN & GAIL HALPERN TRUSTEES
4218 GULL COVE WAY
CAPITOLA, CA 95010-2025

RETURNED MAIL

**RETURNED 3/12/2014, UNDELIVERABLE AS
MEMBER 19**

BEVERLY ANNE HARRIS TRUSTEE OF
THE
WILLIAM L HARRIS AND BEVERLY
ANNE HARRIS TRUST
DATED DECEMBER 17, 1990, DECEDENT'S
SUB TRUST B
PO BOX 13158
PALM DESERT, CA 92255-3158

MEMBER 59

ROBERT J SWEIGART AND EILEEN F
SWEIGART TRUSTEES OF
THE SWEIGART TRUST DATED OCTOBER 14,
1993
24802 ACROPOLIS DRIVE
MISSION VIEJO, CA 92691-4608

MEMBER 61

DOLORES A WELTY A MARRIED WOMAN
AS HER SEPARATE PROPERTY
2076 SHERIDAN ROAD
ENCINITAS, CA 92024-1144

MEMBER 63 - ADDITIONAL NOTICE

HARRIETT LEFKOWITZ AND MARCI
ARNOLD TRUSTEES OF THE
SURVIVOR'S TRUST UDNER THE IRVING A
AND ANNE YUDOVIN
FAMILY TRUST DATED FEBRUARY 20, 1992
AS AMENDED
13343 CANYON RIDGE LANE
GRANADA HILLS, CA 91344

MEMBER 67

MICHAEL AND SHIRLEY ROSEN
205 SOUTH ASHDALE STREET
WEST COVINA, CA 91790

**RETURNED 3/14/2013, UNDELIVERABLE AS
MOVED YEARS AGO AND NOT AT THIS
ADDRESS. SEE 3080 BRISTOL ST, COSTA
MESA ABOVE.
ATTORNEYS FOR THE DEBTOR**

JEFFREY S BENICE
LAW OFFICES OF JEFFREY S BENICE
650 TOWN CENTER DRIVE STE 1300
COSTA MESA, CA 92626

**RETURNED 3/12/2014, UNDELIVERABLE
MEMBER 20**

BEVERLY ANNE HARRIS TRUSTEE OF THE
WILLIAM L HARRIS AND BEVERLY ANNE
HARRIS TRUST
DATED DECEMBER 17, 1990, SURVIVOR'S
SUB TRUST A
PO BOX 13158
PALM DESERT, CA 92255-3158

MEMBER 60

JOHN TURNER AND ALICE TURNER
TRUSTEES OF THE
JOHN AND ALICE TURNER FAMILY TRUST
DATED MARCH 24, 1994
PO BOX 10403
TORRANCE, CA 90505-1303

MEMBER 62

LYLE D WHITTEN TRUSTEE OF THE
LYLE D WHITTEN REVOCABLE TRUST
DATED AUGUST 30, 1999
6912 EMERSON DRIVE
BUENA PARK, CA 90620-1150

MEMBER 65

BARBARA BERNSTEIN 2002 TRUST
BARBARA BERNSTEIN TRUSTEE
13035 243RD PLACE NE
REDMOND, WA 98053

MEMBER 68

MICHELLE Z CAMPBELL
35 WILSON AVENUE
WAYNE, NE 07470

**RETURNED 3/14/2013, UNDELIVERABLE
NOTICE PURPOSES**

LA CELLULAR TELEPHONE COMPANY
305 W TORRANCE BLVD, #C-1
CARSON, CA 90745

RETURNED 3/13/2014

MEMBER 38 - ADDITIONAL NOTICE

SCOTT F MCDANIEL AND CATHERINE M
MCDANIEL
TRUSTEES OF THE MCDANIEL FAMILY
LIVING TRUST
DATED AUGUST 18, 2008 AND ANY
AMENDMENTS THERETO
5860 CALLE CAMPOSECO
RANCHO SANTA FE, CA 92067

RETURNED 3/17/2014, UNDELIVERABLE
MEMBER 2 - ADDITIONAL NOTICE
TOBY ARGANDONA AND ANGIE
ARGANDONA TRUSTEES OF THE
ARGANDONA LIVING TRUST DATED
DECEMBER 17, 1994
E-TRADE SECURITIES INC.
200 BRICKSTONE SQUARE, 5TH FLOOR
ANDOVER, MA 01810

RETURNED 3/17/2014, UNDELIVERABLE
MEMBER 36 - ADDITIONAL NOTICE
RAYMOND J MADSEN TRUSTEE OF THE
RAYMOND J MADSEN LIVING TRUST
DATED MAY 4, 1994
365 RAINBOW RANCH RD
GALLATIN GATEWAY, MT 59730

RETURNED 3/19/2014, ATTEMPTED NOT
KNOWN
MEMBER 13
JOHNADENE M DUNN AND ROBIN L
GERRARD BENEFICIARIES
OF JOHN PAUL DUNN IRA
10847 MITCHELL DRIVE
STANTON, CA 90680-2209

RETURNED 3/20/2014, UNDELIVERABLE
MEMBER 7
CHARLINDA L DUNN IRA
10847 MITCHELL DRIVE
STANTON, CA 90680-2209

RETURNED 3/24/2014, UNDELIVERABLE
MEMBER 8 - ADDITIONAL NOTICE
CARLOS W AND CONNIE T COLLINS
TRUSTEES OF
THE COLLINS FAMILY TRUST DATED
FEBRUARY 24, 1992
CARLOS W AND CONNIE T COLLINS
TRUSTEES OF
THE COLLINS FAMILY TRUST DATED
FEBRUARY 24, 1992
PO BOX 18119
AVON, CO 81620

RETURNED 3/17/2014, UNDELIVERABLE
MEMBER 57 - ADDITIONAL NOTICE
WALTER K STRALEY AND ROSEMARY
GEORGE STRALEY
HUSBAND AND WIFE AS COMMUNITY
PROPERTY
7450 OLIVETAS AVENUE #138
LA JOLLA, CA 92037

RETURNED 3/17/2014, UNDELIVERABLE
MEMBER 16 - ADDITIONAL NOTICE
BYRNE FALKE TRUSTEE OF THE
VILLAGE HARDWARE DEFINED BENEFIT
PENSION PLAN
BYRNE FALKE TRUSTEE OF THE
VILLAGE HARDWARE DEFINED BENEFIT
PENSION PLAN
7883 ENTRADA ANGELICA
SAN DIEGO, CA 92127

RETURNED 3/19/2014, UNDELIVERABLE
MEMBER 50 - ADDITIONAL NOTICE
MAC ROSEN TRUSTEE OF THE M&E ROSEN
TRUST
DATED MAY 10, 1985
24257 NE 131ST TER
REDMOND, WA 98053-6270

RETURNED 3/24/2014, UNDELIVERABLE
MEMBER 53 - ADDITIONAL NOTICE
CHARLES A SHEA III TRUSTEE OF THE
CAROLYN OBER SHEA TRUST
34300 LANTERN BAY DR #60
DANA POINT, CA 92629

RETURNED 3/24/2014, UNDELIVERABLE
MEMBER 8 - ADDITIONAL NOTICE
CARLOS W AND CONNIE T COLLINS
TRUSTEES OF
THE COLLINS FAMILY TRUST DATED
FEBRUARY 24, 1992
CARLOS W AND CONNIE T COLLINS
TRUSTEES OF
THE COLLINS FAMILY TRUST DATED
FEBRUARY 24, 1992
440 DEER BLVD
EAGLE VAIL, CO 81620

RETURNED 3/17/2014, SEE NEW ADDRESS
MEMBER 66
STEPHEN AND GAIL HALPERN FAMILY
TRUST
STEPHEN & GAIL HALPERN TRUSTEES
260 CAMINO AL BARRANCO
WATSONVILLE, CA 95076

RETURNED 3/18/2014, REFUSED
MEMBER 46
DAVID C NORADOUN AN UNMARRIED MAN
PMB 160
18685 MAIN STREET STE A
HUNTINGON BEACH, CA 92648-1719

RETURNED 3/20/2014, UNDELIVERABLE
MEMBER 57
WALTER K STRALEY AND ROSEMARY
GEORGE STRALEY
HUSBAND AND WIFE AS COMMUNITY
PROPERTY
233 PROSPECT P-209
LA JOLLA, CA 92037

RETURNED 3/21/2014
MEMBER 10 - ADDITIONAL NOTICE
EDWIN D COOPER TRUSTEE OF THE
EDWIN D COOPER TRUST DATED
OCTOBER 9, 1995
MARTA M COOPER SUCCESSOR TRUSTEE
OF THE EDWIN D COOPER TRUST
JAY LARSEN ESQ
3141 COTTONWOOD DRIVE
LAUGHLIN, NV 89029-0806

REQUEST FOR REMOVAL FROM NEF
(DOCKET 170)
NEF REQUEST
RON BENDER ESQ
LEVENE NEALE BENDER YOO & BRILL LLP
10250 CONSTELLATION BOULEVARD
SUITE 1700
LOS ANGELES, CA 90067