

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
WEILAND, GOLDEN, SMILEY, WANG EKVALL & STROK, LLP Jeffrey I. Golden, State Bar No. 133040 jgolden@wglp.com Reem J. Bello, State Bar No. 198840 rbello@wglp.com 650 Town Center Drive, Suite 950 Costa Mesa, California 92626 Telephone: (714) 966-1000 Facsimile: (714) 966-1002	
<input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 7 Trustee Weneta M.A. Kosmala	

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

In re: JUDY WANG JOHNSON,	CASE NO.: 8:11-bk-22482-ES CHAPTER: 7
Debtor(s).	<b>NOTICE OF SALE OF ESTATE PROPERTY</b>

<b>Sale Date:</b> 05/15/2014	<b>Time:</b> 10:30 am
<b>Location:</b> Courtroom 5A, United States Bankruptcy Court, 411 West Fourth Street, Santa Ana, California 92701	

**Type of Sale:**  Public  Private      **Last date to file objections:** 05/01/2014

**Description of property to be sold:** All of the Estate's right, title and interest in real property located at:  
(1) 52 Siena, Laguna Niguel, California 92677-8634; and (2) 54 Siena, Laguna Niguel, California 92677-8634

**Terms and conditions of sale:** Sale is as is, where is, with all faults, without warranty or recourse but free and clear of any and all liens, claims, and interests, together with all improvements, as well as all easements and appurtenances pursuant to 11 U.S.C. Sections 363(b) and (f). The sale is subject to Bankruptcy Court approval and overbids.

**Proposed sale price:** \$ 650,000.00 and \$675,000.00, respectively

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):** Please see attached description of overbid procedures.

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

May 15, 2014 at 10:30 a.m., Courtroom 5A, United States

Bankruptcy Court, 411 W. Fourth Street, Santa Ana, CA 92701

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

Reem J. Bello, Esq.

Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP

650 Town Center Drive, Suite 950

Costa Mesa, CA 92626

Tel: (714) 966-1000 Fax: (714) 966-1002

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Date: 04/24/2014

## THE OVERBID PROCEDURES

The procedures governing the submission of competing offers or overbids are as follows:<sup>1</sup>

1. Qualifying bidders ("Qualifying Bidder") shall:
  - a. Bid at least \$660,000.00 in cash for 52 Siena and/or at least \$685,000.00 in cash for 54 Siena;
  - b. Set forth in writing the terms and conditions of the offer that are at least as favorable to the Trustee as those set forth in the 52 Siena Purchase Agreement attached to the Motion as Exhibit "6" and the 54 Siena Purchase Agreement attached to the Motion as Exhibit "7;"
  - c. Be financially qualified, in the Trustee's exercise of her sound business judgment, to close the sale as set forth in the 52 Siena Purchase Agreement and the 54 Siena Purchase Agreement;
  - d. Submit an offer that does not contain any contingencies to closing the sale, including, but not limited to, financing, inspection, or repair contingencies;
  - e. Submit a cash deposit for each property in the amount of \$20,000.00 (the "Overbid Deposit") payable to Weneta M.A. Kosmala, Chapter 7 Trustee for the Bankruptcy Estate of Judy Wang Johnson, in the form of a cashier's check, which Overbid Deposit shall be non-refundable if the bid is deemed to be the Successful Bid, as defined in paragraph 4 below. The Overbid Deposit, written offer, and evidence of financial qualification must

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<sup>1</sup> Capitalized terms not expressly defined herein shall have the meanings set forth in the Motion.

be delivered to the Trustee's counsel (at the address shown in the upper left hand corner of the first page of this Motion) at or before the hearing currently set for May 15, 2014, at 10:30 a.m.

2. At the hearing on the Motion, only the Buyer and any party who is deemed a Qualifying Bidder shall be entitled to bid.
3. Any incremental bid in the bidding process shall be at least \$1,000.00 higher than the prior bid.
4. At the hearing on the Motion and upon conclusion of the bidding process, the Trustee shall decide, subject to Court approval, which of the bids is the best bid, and such bid shall be deemed to be the "Successful Bid." The bidder who is accepted by the Trustee as the successful bidder (the "Successful Bidder") must pay all amounts reflected in the Successful Bid in cash at the closing of the sale. At the hearing on the Motion, and upon conclusion of the bidding process, the Trustee may also acknowledge a back-up bidder (the "Back-Up Bidder") which shall be the bidder with the next best bid. Should the Successful Bidder fail to close escrow on the sale of the Property, the Trustee may sell the Property to the Back-Up Bidder without further Court order.
5. Overbids shall be all cash and no credit shall be given to the purchaser or overbidder(s).

1 **WEILAND, GOLDEN,**  
2 **SMILEY, WANG EKVALL & STROK, LLP**  
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10 Facsimile: (714) 966-1002  
11  
12 Attorneys for Chapter 7 Trustee  
13 Weneta M.A. Kosmala

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **SANTA ANA DIVISION**

11 In re  
12 JUDY WANG JOHNSON,  
13 Debtor.

Case No. 8:11-bk-22482-ES  
Chapter 7

**NOTICE OF HEARING ON MOTION FOR ORDER:**

- 14 (1) **AUTHORIZING SALE OF REAL PROPERTIES FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS PURSUANT TO 11 U.S.C. §§ 363(b) AND (f);**
- 15 (2) **APPROVING OVERBID PROCEDURES;**
- 16 (3) **APPROVING BUYER, SUCCESSFUL BIDDER, AND BACK-UP BIDDER AS GOOD-FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(m); AND**
- 17 (4) **AUTHORIZING PAYMENT OF UNDISPUTED LIENS, REAL ESTATE BROKER'S COMMISSIONS AND OTHER ORDINARY COSTS OF SALE**

18 [52 Siena, Laguna Niguel, California  
19 92677-8634; and 54 Siena, Laguna Niguel,  
20 California 92677-8634]

21 **DATE: May 15, 2014**  
22 **TIME: 10:30 a.m.**  
23 **PLACE: Courtroom 5A**  
24 **411 West Fourth Street**  
25 **Santa Ana, CA 92701**

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1 **TO THE DEBTOR, CREDITORS, OFFICE OF THE UNITED STATES TRUSTEE AND**  
2 **ALL PARTIES IN INTEREST:**

3 **PLEASE TAKE NOTICE** that on **May 15, 2014 at 10:30 a.m.** in the United States  
4 Bankruptcy Court for the Central District of California, Santa Ana Division, located at  
5 411 W. Fourth Street, Santa Ana, California, in courtroom 5A, the Court will hold a hearing  
6 on the *Motion for Order: (1) Authorizing Sale of Real Properties Free and Clear of Liens,*  
7 *Claims, and Interests Pursuant to 11 U.S.C. §§ 363(b) and (f); (2) Approving Overbid*  
8 *Procedures; (3) Approving Buyer, Successful Bidder, and Back-up Bidder as Good-Faith*  
9 *Purchaser Pursuant to 11 U.S.C. § 363(m); and (4) Authorizing Payment of Undisputed*  
10 *Liens, Real Estate Broker's Commissions and Other Ordinary Costs of Sale* (the  
11 "Motion")<sup>1</sup> filed by Weneta M.A. Kosmala, the chapter 7 trustee (the "Trustee") for the  
12 estate (the "Estate") of Judy Wang Johnson (the "Debtor"), which seeks an order:

13 1. approving the 52 Siena Purchase Agreement (defined below) and the sale of  
14 the real property located at 52 Siena, Laguna Niguel, California 92677-8634 ("52 Siena")  
15 as is, where is, with all faults, without warranty or recourse, but free and clear of any and  
16 all liens, claims, and interests (described below), together with all improvements, as well  
17 as all easements and appurtenances pursuant to 11 U.S.C. §§ 363(b) and (f);

18 a. to 52 Siena Trust or its assigns ("52 Siena Trust"), whose address is  
19 c/o MC Realty Investments, Inc., 27525 Puerta Real, Suite 100-200, Mission Viejo,  
20 California 92691, for \$650,000.00 (the "Purchase Price") pursuant to the terms of  
21 the *Bid for Purchase of Real Property* and the *Addendum to Purchase Agreement*,  
22 (together, the "52 Siena Purchase Agreement"), a copy of which is attached as  
23 Exhibit "6" to the Motion; or

24 b. to the successful bidder whose purchase offer for 52 Siena is  
25 accepted by the Trustee at the hearing on the Motion;

26 2. authorizing the Trustee to pay, through escrow, from the proceeds of the  
27 sale and without further order of the Court, the Lone Oak Lien, the Siena HOA liens and  
28 the Marina Hills PCA lien (or the undisputed portion of such liens), current and past-due  
real property taxes, the broker's commission, assessments prorated as of the close of  
escrow for the sale, and any escrow fees, title insurance premiums and other ordinary and  
typical closing costs and expenses payable by the Trustee pursuant to the 52 Siena  
Purchase Agreement or in accordance with local custom;

3. approving the 54 Siena Purchase Agreement (defined below) and the sale of  
the real property located at 54 Siena, Laguna Niguel, California 92677-8634 ("54 Siena")  
as is, where is, with all faults, without warranty or recourse, but free and clear of any and  
all liens, claims, and interests (described below), together with all improvements, as well  
as all easements and appurtenances pursuant to 11 U.S.C. §§ 363(b) and (f);

a. to 54 Siena Trust or its assigns ("54 Siena Trust"), whose address is  
c/o MC Realty Investments, Inc., 27525 Puerta Real, Suite 100-200, Mission Viejo,  
California 92691, for \$675,000.00 (the "Purchase Price") pursuant to the terms of  
the *Bid for Purchase of Real Property* and the *Addendum to Purchase Agreement*,  
(together, the "54 Siena Purchase Agreement"), a copy of which is attached as  
Exhibit "7" to the Motion; or

<sup>1</sup> All terms not specifically defined herein shall have the meanings set forth in the Motion.

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b. to the successful bidder whose purchase offer for 52 Siena is accepted by the Trustee at the hearing on the Motion;

4. authorizing the Trustee to pay, through escrow, from the proceeds of the sale and without further order of the Court, the Siena HOA liens and the Marina Hills PCA lien (or the undisputed portion of such liens), current and past-due real property taxes, the broker's commission, assessments prorated as of the close of escrow for the sale, and any escrow fees, title insurance premiums and other ordinary and typical closing costs and expenses payable by the Trustee pursuant to the 54 Siena Purchase Agreement or in accordance with local custom;

5. approving the Buyers, the successful bidder, and the back-up bidder as a "good faith" purchaser under § 363(m) of the Bankruptcy Code;

6. attaching to the net sales proceeds any unpaid portion of the Lone Oak Lien, the Siena HOA liens, the Marina Hills PCA lien, and the disputed Archo Lien in the same value, priority and scope as such liens currently exist against the respective property, subject to any and all of the Trustee's rights to object to, dispute, or subordinate such liens;

7. reserving to the Trustee all rights to object to the validity, scope and priority of all disputed liens, claims and interests;

8. approving the overbid procedures set forth in the Motion as summarized below;

9. authorizing the Trustee to take any and all necessary actions to consummate the sale of the Properties;

10. authorizing the Trustee to pay the Agent's Administrative Claim;

11. waiving any requirements for lodging periods of the order approving this Motion imposed by Local Bankruptcy Rule 9021-1 and any other applicable bankruptcy rules; and

12. waiving the stay of the order approving this Motion imposed by Federal Rule of Bankruptcy Procedure 6004(h) and any other applicable bankruptcy rules.

Since the purchase price for each property is higher than the anticipated sale price, it is anticipated that there will be no tax liability to the Estate from the sales.

After payment of consensual liens, current and past-due real estate taxes, brokers' commissions, and costs of sale, the aggregate sales will generate approximately \$590,000.00 for the benefit of the Estate.

**PLEASE TAKE FURTHER NOTICE** that the Trustee seeks to sell 52 Siena free and clear of any and all liens, claims, and interests. According to the Preliminary Report prepared by Fidelity National Title Company with an effective date of March 21, 2014 (the "52 Siena Title Report"), a copy of which is attached to the Motion as Exhibit "4," the following items have been recorded against 52 Siena:

1. Item 1 - property taxes, which are a lien not yet due and payable, for the fiscal year 2014-2015;

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1 2. Item 2 - property taxes for the fiscal year 2013-2014 in the amount of  
2 \$3,564.91 (delinquent) plus a penalty of \$356.49 (1<sup>st</sup> installment); and \$3,564.91  
plus penalty of \$379.49 (2<sup>nd</sup> installment);

3 3. Item 3 - delinquent property taxes for the fiscal year 2012-2013 in the  
4 amount of \$19,201.14 (by April 30, 2014) and \$19,415.39 (by May 31, 2014);

5 4. Item 4 - lien of supplemental taxes, if any, assessed pursuant to the  
6 provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and  
7 Taxation Code of the State of California;

8 5. Items 5-12 - covenants, conditions and easements;

9 6. Item 13-18, 27 - deeds between various Debtor-related entities  
10 (collectively, the "52 Siena Deeds");

11 7. Item 19 – homestead declaration;

12 8. Item 20 – judgment entered April 10, 2009, in the amount of  
13 \$145,634.74 payable to Archo Ventures Inc., a California corporation and Northern  
14 California Collection Service Inc., case no. 2008-00104515, in the County of  
15 Orange (the "Archo Lien");

16 9. Item 21 – a deed of trust in the original amount of \$325,000.00 owing  
17 to Lone Oak Fund, LLC, recorded November 24, 2010, as Instrument No.  
18 2010000630555 of Official Records, and a Notice of Default recorded by Asset  
19 Foreclosure Services, Inc. on December 7, 2011 as Instrument No.  
20 2011000639262 of Official Records, with a current balance of approximately  
21 \$567,575.20 (the "Lone Oak Lien");

22 10. Item 22 - delinquent assessments and lien in the amount of \$1,061.86  
23 payable to Siena Homeowners Association (the "Siena HOA");

24 11. Item 23 – the Adversary Proceeding;

25 12. Item 24 – delinquent assessments and lien in the amount of  
26 \$1,543.59 payable to Siena HOA:

27 13. Item 25 - judgment entered June 17, 2013, in the amount of  
28 \$2,000,100.00 owing to the Department of Justice, case no. 3:11-CR-00452-01, in  
the District of Oregon (the "Post-Petition Lien") which was recorded on June 20,  
2013; and

14. Item 26 – delinquent assessments and lien in the amount of  
\$1,106.16 payable to Marina Hills Planned Community Association ("Marina Hills  
PCA").

The Lone Oak Lien, the Siena HOA liens, the Marina Hills PCA lien and the current  
and past-due real property taxes are undisputed unless the payoff demands contains  
fees, costs, or interests that appear unsubstantiated. The Trustee proposes to pay the  
Lone Oak Lien, the Siena HOA liens, the Marina Hills PCA lien and the current and past-  
due real property taxes (or the undisputed portions thereof) through escrow.

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1 **PLEASE TAKE FURTHER NOTICE** that the Trustee seeks to sell 54 Siena free  
2 and clear of any and all liens, claims, and interests. According to the Preliminary Report  
3 prepared by Fidelity National Title Company with an effective date of March 21, 2014 (the  
"54 Siena Title Report"), a copy of which is attached to the Motion as Exhibit "5," the  
4 following items have been recorded against 54 Siena:

5 1. Item 1 - property taxes, which are a lien not yet due and payable, for  
6 the fiscal year 2014-2015;

7 2. Item 2 - property taxes for the fiscal year 2013-2014 in the amount of  
8 \$3,930.57 (delinquent) plus a penalty of \$393.06 (1<sup>st</sup> installment); and \$3,930.58  
9 (2<sup>nd</sup> installment) which is open;

10 3. Item 3 - delinquent property taxes for the fiscal year 2011-2012 in the  
11 amount of \$20,485.81 (by April 30, 2014) and \$20,715.13 (by May 31, 2014);

12 4. Item 4 - lien of supplemental taxes, if any, assessed pursuant to the  
13 provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and  
14 Taxation Code of the State of California;

15 5. Items 5-6 – covenants, conditions and restrictions;

16 6. Item 7 – non-exclusive easement;

17 7. Items 8-10 and 12-16 – deeds between various Debtor-related  
18 entities (collectively, the "54 Siena Deeds");

19 8. Item 11 – homestead declaration;

20 9. Item 17 – Adversary Proceeding;

21 10. Item 18 - delinquent assessments and lien in the amount of \$1,481.30  
22 payable to Siena HOA:

23 11. Item 19 – the Post-Petition Lien;

24 12. Item 20 - Siena HOA real property claim, case no. 30-2012-  
00597360, Superior Court of California, County of Orange; and

25 13. Item 21 - delinquent assessments and lien in the amount of \$712.08  
26 payable to Marina Hills PCA.

27 The Siena HOA liens, the Marina Hills PCA lien and the current and past-due real  
28 property taxes are undisputed unless the payoff demands contains fees, costs, or  
interests that appear unsubstantiated. The Trustee proposes to pay the Siena HOA liens,  
the Marina Hills PCA lien and the current and past-due real property taxes (or the  
undisputed portions thereof) through escrow.

The Trustee disputes the 52 Siena Deeds and the 54 Siena Deeds because they  
were resolved through the Adversary Proceeding which culminated in the Judgment  
ordering that the Properties are assets of the Estate in their entirety and that the transfers  
of the Debtor were avoided and recovered for the benefit of the Estate. Therefore, the  
Properties are being sold free and clear of the 52 Siena Deeds and the 54 Siena Deeds  
which have been avoided and recovered for the benefit of the Estate through the  
Judgment.

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The Trustee disputes the Archo Lien. The sale price of 52 Siena is greater than the amount of the Archo Lien and the Archo Lien will attach to the proceeds of the sale until there is a determination of the priority, validity and extent of the Archo Lien.

The Trustee disputes the Post-Petition Lien because it was recorded post-petition without authorization by the Court. The Post-Petition Lien is void on its face pursuant to Section 549 of the Bankruptcy Code and shall not attach to the proceeds of the sale.

The Trustee reserves the right to object to all or any portion of each and every claim or encumbrance that has been or will be asserted against the Properties.

**PLEASE TAKE FURTHER NOTICE that all overbids must be in writing and must be submitted to the Trustee's counsel whose address is listed in the top left hand corner of the first page of this Notice. Overbids are due at or before the hearing currently set for May 15, 2014 at 10:30 a.m.**

**PLEASE TAKE FURTHER NOTICE** that the overbid procedures sought to be approved by the Court are as follows:

1. Qualifying bidders ("Qualifying Bidder") shall:
  - a. Bid at least \$660,000.00 in cash for 52 Siena and/or at least \$685,000.00 in cash for 54 Siena;
  - b. Set forth in writing the terms and conditions of the offer that are at least as favorable to the Trustee as those set forth in the 52 Siena Purchase Agreement attached to the Motion as Exhibit "6" and the 54 Siena Purchase Agreement attached to the Motion as Exhibit "7;"
  - c. Be financially qualified, in the Trustee's exercise of her sound business judgment, to close the sale as set forth in the 52 Siena Purchase Agreement and the 54 Siena Purchase Agreement;
  - d. Submit an offer that does not contain any contingencies to closing the sale, including, but not limited to, financing, inspection, or repair contingencies;
  - e. Submit a cash deposit for each property in the amount of \$20,000.00 (the "Overbid Deposit") payable to Weneta M.A. Kosmala, Chapter 7 Trustee for the Bankruptcy Estate of Judy Wang Johnson, in the form of a cashier's check, which Overbid Deposit shall be non-refundable if the bid is deemed to be the Successful Bid, as defined in paragraph 4 below. The Overbid Deposit, written offer, and evidence of financial qualification must be delivered to the Trustee's counsel (at the address shown in the upper left hand corner of the first page of this Notice ) at or before the hearing currently set for May 15, 2014, at 10:30 a.m.

2. At the hearing on the Motion, only the Buyer and any party who is deemed a Qualifying Bidder shall be entitled to bid.
3. Any incremental bid in the bidding process shall be at least \$1,000.00 higher than the prior bid.

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1 4. At the hearing on the Motion and upon conclusion of the bidding  
2 process, the Trustee shall decide, subject to Court approval, which of the bids is  
3 the best bid, and such bid shall be deemed to be the "Successful Bid." The bidder  
4 who is accepted by the Trustee as the successful bidder (the "Successful  
5 Bidder") must pay all amounts reflected in the Successful Bid in cash at the closing  
6 of the sale. At the hearing on the Motion, and upon conclusion of the bidding  
7 process, the Trustee may also acknowledge a back-up bidder (the "Back-Up  
8 Bidder") which shall be the bidder with the next best bid. Should the Successful  
9 Bidder fail to close escrow on the sale of the Property, the Trustee may sell the  
10 Property to the Back-Up Bidder without further Court order.

11 5. Overbids shall be all cash and no credit shall be given to the  
12 purchaser or overbidder(s).

13 The Motion is based upon the Memorandum of Points and Authorities, the  
14 Declarations of Weneta M.A. Kosmala and Clarence Yoshikane and the Exhibits attached  
15 to the Motion, all pleadings, papers and records on file with the Court, and on such other  
16 evidence, oral or documentary, as may be presented to the Court at the time of the  
17 hearing on the Motion.

18 **Your Rights May Be Affected.** You should read these papers carefully and  
19 discuss them with your attorney, if you have one. (If you do not have an attorney, you  
20 may wish to consult one.)

21 **Deadline for Opposition Papers.** The Motion is being heard on regular notice  
22 pursuant to LBR 9013-1. If you wish to oppose the Motion, you must file a written  
23 response with the Court and serve a copy of it upon the Movant or Movant's attorney at  
24 the address set forth above no less than **14 days** prior to the above hearing date. If you  
25 fail to file a written response to the Motion within such time period, the Court may treat  
26 such failure as a waiver of your right to oppose the Motion and may grant the requested  
27 relief.

28 **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.

**PLEASE TAKE FURTHER NOTICE** that any party requesting a copy of the Motion  
or any supporting documents filed with the Court with respect to the Motion may contact  
counsel for the Trustee, Reem J. Bello, Weiland, Golden, Smiley, Wang Ekvall & Strok,  
LLP by email at [rbello@wqllp.com](mailto:rbello@wqllp.com), by mail at 650 Town Center Drive, Suite 950, Costa  
Mesa, California 92626, or by telephone at (714) 966-1000.

Dated: April 24, 2014

WEILAND, GOLDEN,  
SMILEY, WANG EKVALL & STROK, LLP

By: /s/ REEM J. BELLO  
REEM J. BELLO  
Attorneys for Chapter 7 Trustee  
Weneta M.A. Kosmala

## 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:

650 Town Center Drive, Suite 950, Costa Mesa, California 92626

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF HEARING ON MOTION FOR ORDER: (1) AUTHORIZING SALE OF REAL PROPERTIES FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS PURSUANT TO 11 U.S.C. §§ 363(B) AND (F); (2) APPROVING OVERBID PROCEDURES; (3) APPROVING BUYER, SUCCESSFUL BIDDER, AND BACK-UP BIDDER AS GOOD-FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(M); AND (4) AUTHORIZING PAYMENT OF UNDISPUTED LIENS, REAL ESTATE BROKER'S COMMISSIONS AND OTHER ORDINARY COSTS OF SALE** 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 indicated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **April 24, 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*) **April 24, 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*) **April 24, 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.

The Honorable Erithe Smith, 411 W. 4<sup>th</sup> Street, 5<sup>th</sup> Floor, Santa Ana, CA 92701

Service information continued on attached page

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

April 24, 2014

*Date*

Kelly Adele

*Printed Name*

*/s/ Kelly Adele*

*Signature*

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

United States Trustee (SA)  
411 W Fourth St., Suite 9041  
Santa Ana, CA 92701-4593

Weneta M Kosmala (TR)  
P.O. Box 16279  
Irvine, CA 92623

Judy Wang Johnson  
52 Siena Dr  
Laguna Niguel, CA 92677

Hui Wang aka Judy Wang Johnson  
Inmate #73961065  
FCC-Victorville  
P.O. Box 5300  
Adelanto, CA 92301

52 Siena Trust  
54 Siena Trust  
c/o MC Realty Investments, Inc.  
27525 Puerta Real, Ste 100-220  
Mission Viejo, CA 92691

Afni, Inc.  
Anderson Fin Network/ Bloom  
404 Brock Drive  
Bloomington, IL 61702

Archo Ventures, Inc.  
C/o Steven D. Cribb, Esq.  
700 Leisure Lane  
Sacramento, CA 95815

Archo Ventures, Inc.  
c/o Wang, Hartmann, Gibbs & Cauley P.L.C.  
Jason B. Witten, Esq. & Dara M. Tang, Esq.  
1301 Dove Street, Suite 1050  
Newport Beach, CA 92660

Bruce Schweitzer  
P.O. Box 5306  
Newport Beach, CA 92662

Bureau of Collection Recovery  
7575 Corporate Way  
Eden Prairie, MN 55344

California Business Bureau  
1711 S. Mountain Avenue  
Monrovia, CA 91016

City of Detroit Finance Department  
2 Woodward Avenue, Room 120  
Detroit, MI 48226

Clarence Yoshikane  
Berkshire Hathaway Home Services  
2405 McCabe way, Suite 100  
Irvine, CA 92614

Collection Consultants of CA  
6100 San Fernando Rd, Ste 211  
Glendale, CA 91201

County of Orange  
Attn: Treasurer- Tax Collector  
P.O. Box 1438  
Santa Ana, CA 92702

Department of Justice  
U.S. Atty's Office for District of Oregon  
U.S. Attorney S. Amanda Marshall  
1000 SW Third Avenue, Ste 600  
Portland, OR 97204

Douglas M. Phelps  
Michael T. Meehan  
dba Creative Lubrication Systems  
2221 Anaheim Avenue  
Costa Mesa, CA 92627

Employment Development Department  
Bankruptcy Group MIC 92E  
P.O. Box 826880  
Sacramento, CA 94280

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P.O. Box 1325  
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19101 Camino Vida Roble, Suite 202  
Carlsbad, CA 92008

Fairway Capital Advisors Corp.  
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Carlsbad, CA 92008

Fidelity National Title Company  
Attn: Debbie Tognetti  
19000 MacArthur Blvd, Suite 300  
Irvine, CA 92612

~~Firway Capital Advisors Corporation~~  
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~~Carlsbad, CA 92008~~  
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Franchise Tax Board  
Bankruptcy Section, MS:A-340  
P.O. Box 2952  
Sacramento, CA 95812

Internal Revenue Service  
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Philadelphia, PA 19101

Jared Larsen  
c/o Epstein & Weil LLC  
225 Broadway, Suite 1203  
New York, NY 10007

JJ MacIntyre Co., Inc.  
Riverside Medical Collections  
1801 California Avenue  
Corona, CA 92881

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Keller Williams Realty  
27101 Puerta Real, Suite 150  
Mission Viejo, CA 92691

Kristin Baker, Esq.,  
Hughes, Watters & Askanase LLP  
333 Clay, Suite 2900  
Houston, TX 77002

Law Offices of David Lin  
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Pasadena, CA 91101

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c/o Wolf, Rifkin, et al.  
Attn: Simon Aron  
11400 W. Olympic Boulevard, 9<sup>th</sup> Floor  
Los Angeles, CA 90064

Lone Oak Fund, LLC  
Attn: Marian K. Manzer, Agent for  
Service  
11611 San Vicente Blvd, Ste 640  
Los Angeles, CA 90049

Marina Hills Planned Community Ass.  
c/o Keystone Pacific  
16845 Von Karman Ave, Ste 200  
Irvine, CA 92606

Midland Credit Management  
8875 Aero Drive  
San Diego, CA 92123

Mission Hospital  
Department LA 21063  
Pasadena, CA 91185

North California Collection Service, Inc.  
Assignee of Record for Archo Ventures,  
Inc. Attn: Linda Sparks  
P.O. Box 13765  
Sacramento, CA 95852

Pickford Escrow  
Attn: Lisa Burton  
2405 McCabe Way, #1115  
Irvine, CA 92614

Portfolio Recovery Ass.  
120 Corporate Boulevard  
Norfolk, VA 23502

Quick Cash Funding  
520 N. Brookhurst, Suite 220  
Anaheim, CA 92801

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World Financial Network Bank  
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Kirkland, WA 98083

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Jain and Soo-Hoo PC dba Bankruptcy  
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Irvine, CA 92618

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San Diego, CA 92177

Rhardy Partners, LLC  
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Irvine, CA 92612

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c/o Keystone Pacific  
16845 Von Karman Ave, Ste 200  
Irvine, CA 92606

State Board of Equalization  
P.O. Box 942879  
Sacramento, CA 94279

Wayne County Treasurer  
P.O. Box 33555  
Detroit, MI 48232

Wayne County Treasurer  
400 Monroe Street, Suite 520  
Detroit, MI 48226-2942

Ryan C. Squire  
Zi C. Lin  
Garrett & Tully, P.C.  
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Pasadena, CA 91101

**Electronic Mail Notice List**

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Judith H Weil jweil@epsteinweil.com, veronica@epsteinweil.com

## 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:

**650 Town Center Drive, Suite 950, Costa Mesa, California 92626**

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 indicated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **April 24, 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*) **April 24, 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*) **April 24, 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.

The Honorable Erithe Smith, 411 W. 4<sup>th</sup> Street, 5<sup>th</sup> Floor, Santa Ana, CA 92701

Service information continued on attached page

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

April 24, 2014

*Date*

Kelly Adele

*Printed Name*

*/s/ Kelly Adele*

*Signature*

**Electronic Mail Notice List**

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