

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Aram Ordubegian (SBN 185142) Andy S. Kong (SBN 243933) ARENT FOX LLP 555 West Fifth Street, 48th Floor Los Angeles, CA 90013-1065 Telephone: 213.629.7400 Facsimile: 213.629.7401 Email: aram.ordubegian@arentfox.com andy.kong@arentfox.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorneys for John M. Wolfe, Chapter 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
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<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION</p>	
<p>In re:</p> <p>TROY JOHN RODARMEI,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 8:13-bk-11143-TA CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>

<p>Sale Date: March 10, 2015</p>	<p>Time: 11:00 am</p>
<p>Location: Courtroom 5B, U.S. Bankruptcy Court, 411 W. Fourth St., Santa Ana, CA 92701</p>	

Type of Sale: Public Private **Last date to file objections:** February 24, 2015

Description of property to be sold: Residential Real Property located at 34731 Calle Ramona, Dana Point California 92624

Terms and conditions of sale: Free and clear of liens pursuant to Bankruptcy Code §§ 363(b) and (f) and subject to overbids. Total purchase price is \$1,152,500 subject to overbids.

Proposed sale price: \$1,152,500.00

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): Attached hereto as Exhibit 1.

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

Property is to be sold free and clear of liens or other interests. Qualified bidders may bid at the auction sale on:

Date: March 10, 2015

Time: 11:00 a.m.

Location: 411 W. Fourth St., Santa Ana, CA 92701

Courtroom 5B

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

Ray Dixon and Renae Flynn, Realtor

iProRE

Telephone: 949-289-5932; 949-412-9819

Email: crd@ipore.com; rrmsf@cox.net

Date: February 17, 2015

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

EXHIBIT 1

Bidding Procedures

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed with respect to the prospective sale (the "Sale") by John M. Wolfe, the duly appointed chapter 7 trustee (the "Seller") of the Troy John Rodarmel bankruptcy estate (the "Estate") (Bankruptcy Case No. 8:13-bk-11143-TA, of the real property commonly known as 34731 Calle Ramona, Dana Point, California 92624 and legally described in Exhibit "A" attached hereto (the "Property") and all of Seller's and the Estate's rights appurtenant thereto.

Seller has currently entered into an agreement for the purchase and sale of the Property to Derick C. and Wendy W. Deller ("Buyer") (the "Sale Agreement"). Seller will seek entry of an order by the United States Bankruptcy Court (the "Bankruptcy Court"), among other things, authorizing and approving the Sale to Buyer or to a Qualified Overbidder (as hereinafter defined) which the Bankruptcy Court may determine to have made the highest or otherwise best offer to purchase the Property (the "Successful Over-Bidder(s)").

The Bidding Process

Seller shall (i) determine whether any person is a Qualified Overbidder, (ii) coordinate the efforts of Qualified Overbidders in conducting their respective due diligence investigations regarding the Property, (iii) receive offers from Qualified Overbidders, and (iv) negotiate any offer made to purchase the Property (collectively, the "Bidding Process"). Any person who wishes to participate in the Bidding Process must be a Qualified Overbidder. Neither Seller nor his representatives shall be obligated to furnish any information of any kind whatsoever related to the Property to any person who is not a Qualified Overbidder. Seller shall have the right to adopt such other rules for the Bidding Process which, in his reasonable judgment, will better promote the goals of the Bidding Process and which are not inconsistent with any of the other provisions hereof, Title 11 of the United States Code, or of any Bankruptcy Court order.

Participation-Bid Requirements

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the Bidding Process, each person (a "Potential Bidder") must deliver to Seller the following documents (the "Required Bid Documents") at least ten (10) days prior to the Auction (defined below), unless Seller waives in writing any/all of these requirements:

(a) Proof of available funds to consummate the Sale, such proof in the form of either of or all of the following: (i) current bank account statement(s) no older than five days old; (ii) firm or binding loan commitment no older than five days old; and/or (iii) irrevocable, non-transferable binding letter of commitment no older than five days old;

(b) A letter stating that the Potential Bidder's offer is irrevocable until the earlier of (x) two (2) business days after the Property has been disposed of pursuant to these Bidding Procedures, or (y) thirty (30) days after the Sale Hearing (defined below);

(c) An executed copy of a Residential Purchase Agreement and Joint Escrow Instructions: (i) acceptable in form to Seller (the "Overbid Purchase Agreement"), (ii) clearly marked to show any changes from the terms of the Sale Agreement, or (iii) on the same or more favorable terms as the Sale Agreement; provided, however, the purchase price in such proposed Overbid Purchase Agreement must be at least \$1,162,500.00; and

(d) A good faith deposit (the "Good Faith Deposit") in the form of a certified check (or other form acceptable to Seller in his sole discretion) payable to the order of Seller (or such

other party as Seller may determine to hold such funds in escrow) in an amount equal to \$20,000.00.

A Qualified Overbidder is a Potential Bidder that delivers the documents described in subparagraphs (a), (b), (c), and (d) above, whose financial information demonstrates the financial capability of the Potential Bidder to consummate the Sale.

The Buyer's offer set forth in the Sale Agreement and any overbid by Buyer is also a "Qualified Bid" herein.

Bid Protection

If all contingencies to closing are removed, other than as set forth in the Sale Agreement, prior to the Bid Deadline, Buyer shall be entitled to be paid a \$5,000 break-up fee ("Break-Up Fee") if a higher or otherwise better offer from another bidder results in a closed sale to such other bidder and Buyer was not in default of any of their obligations under the Sale Agreement and was otherwise ready, willing and able to close a sale for the Property.

Due Diligence

Seller may afford each Qualified Overbidder reasonable due diligence access to the Property until February 27, 2015. Seller will designate an appropriate representative to coordinate all reasonable requests for additional information and due diligence access for such bidders. Seller shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined herein). Neither Seller nor any of his representatives are obligated to furnish any information relating to the Property to any person except to a Qualified Overbidder who provides the Required Bid Documents. Potential Bidders are advised to exercise their own discretion before relying on any information regarding the Property provided by anyone other than Seller or his representatives.

Bid Deadline

A Qualified Overbidder that desires to make a bid shall deliver a written copy of his/her/its bid to Seller's counsel, Andy Kong, Esq. of Arent Fox LLP at 555 West Fifth Street, 48th Floor, Los Angeles, California 90013 (fax: 213-629-7401; email: andy.kong@arentfox.com) ten (10) days prior to the Sale Hearing or on or before 4:00 p.m. PDT on February 27, 2015 (the "Bid Deadline").

"As Is, Where Is"

The Sale of the Property shall be on an "As Is, Where Is" basis and without representations or warranties of any kind, nature, or description by Seller, his agents or the Estate except to the extent set forth in the Sale Agreement with the Buyer or Overbid Purchase Agreement of the Successful Over-Bidder as accepted by Seller and approved by the Bankruptcy Court. Except as otherwise provided in the Sale Agreement or an Overbid Purchase Agreement acceptable to Seller, and approved by the Bankruptcy Court, all Seller's and the Estate's rights, title and interests in and to the Property shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively, the "Interests") in accordance with 11 U.S.C. §§ 363 and 365, with such Interests to attach to the net proceeds of the Sale of the Property.

Each Potential Bidder shall be deemed to acknowledge and represent he/she/it has had an opportunity to inspect and examine the Property and to conduct any and all due diligence

regarding the Property prior to making his/her/its offer; that he/she/it has relied solely upon his/her/its own independent review, investigation and/or inspection of any documents and/or assets in making his/her/its bid; and that he/she/it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Property, or the completeness of any information provided in connection therewith or the Auction (as defined below), except as expressly stated in these Bidding Procedures or, as to the Successful Over-Bidder, the Sale Agreement or the Overbid Purchase Agreement.

Sale Hearing and Auction

After all Qualified Bids have been received, Seller shall conduct an auction (the "Auction") for the Property. Such Auction shall take place at the Bankruptcy Court on **March 10, 2015, commencing at 11:00 a.m.** Only a Qualified Overbidder who has submitted a Qualified Bid will be eligible to participate at the Auction. At such Auction, Buyer and Qualified Overbidders will be permitted to increase their bids. Based upon the terms of the Qualified Bids received, the level of interest expressed as to the Property and such other information as Seller determines is relevant, Seller, after reasonable efforts to consult with interested parties, shall conduct an Auction in the manner designed to result in the highest or otherwise best offer for the Property including, but not limited to (i) setting subsequent bid amounts in \$5,000.00 increments or such other amounts in the Seller's sole discretion provided however, that the initial overbid by a Qualified Bidder must be \$1,162,500.00 and (ii) providing for such additional procedural rules that Seller determines to be reasonable under the circumstances for conducting the Auction.

Upon conclusion of the Auction, Seller shall (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the Sale and (ii) identify the highest and otherwise best offer (the "Successful Over-Bid"). At the Sale Hearing, Seller shall present to the Bankruptcy Court for approval, the Successful Over-Bid and any backup bids. Subject to Bankruptcy Court approval, Seller may adopt rules for the Bidding Process that are not inconsistent with any of the provisions of the Bankruptcy Code, Bankruptcy Rules, any Bankruptcy Court order, or these Bidding Procedures.

The sale hearing (the "Sale Hearing") shall take place following the Auction on **March 10, 2015 at 11:00 a.m.** at the Bankruptcy Court. The Sale Hearing may be adjourned or rescheduled without notice by an announcement of the adjourned date of the Sale Hearing. At such Sale Hearing, Seller shall present the Successful Over-Bid to the Bankruptcy Court for approval. Following the Sale Hearing approving the Sale of the Property to a Successful Over-Bidder, if such Successful Over-Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Over-Bidder, (a) he/she/it will forfeit his/her/its Good Faith Deposit to Seller and Seller may pursue any and all of his options at law and in equity with respect to such breach and (b) the next highest or otherwise best Qualified Bid, as disclosed at the Sale Hearing, shall be deemed to be the Successful Over-Bid and Seller shall be authorized to effectuate such sale without further order of the Bankruptcy Court or (c) Seller may reschedule for a later date and time, another auction for the Property.

Acceptance of Qualified Bids

Seller presently intends to sell the Property to Buyer or the highest or otherwise best Qualified Overbidder. Seller's presentation to the Bankruptcy Court for approval of a particular Qualified Bid does not constitute Seller's acceptance of such bid. Seller will be deemed to have accepted a bid only when the bid has been approved by an order of the Bankruptcy Court.

Return of Good Faith Deposit

Within five (5) business days after the entry by the Bankruptcy Court approving the Sale of the Property to the Successful Over-Bidder, any Good Faith Deposits submitted by Qualified Bidders shall be returned, along with interest accrued thereon, except for the Good Faith Deposit of the Successful Over-Bidder (and except with respect to any Qualified Bidder willing to serve as a back-up bidder), in which case the Good Faith Deposit will be applied to the purchase price for the Property, and except with respect to any bidder that forfeits his/her/its Good Faith Deposit. In the event a back-up bidder is selected and agrees to be designated as such, that Qualified Bidder's Good Faith Deposit shall continue to be held until the time the sale to the Successful Over-Bidder closes or the back-up bidder becomes the Successful Over-Bidder, at which time the Good Faith Deposit will be applied to the final purchase price.

Modifications

Seller shall determine, in his business judgment, (a) which Qualified Bid, if any, is the highest or otherwise best offer; and (b) reject at any time before the entry of an order of the Bankruptcy Court approving a Qualified Bid, any bid that, in Seller's reasonable discretion is (i) inadequate or insufficient, (ii) not in conformity with the conditions of sale, or (iii) contrary to the best interests of Seller, the Estate and/or its creditors. At or before the Sale Hearing, Seller may impose such other terms and conditions as he may determine to be in the best interest of Estate, its creditors and/or other parties in interest, provided that any such other terms or conditions are approved by the Bankruptcy Court.

EXHIBIT 1(A)

Legal Description

In the County of: ORANGE

State of:

Assessed Owner: TROY J RODARMEL and MALIN E RODARMELHUSBAND/WIFE, JOINT TENANTS

Legal Description: A PARCEL OF LAND LOCATED IN THE STATE OF CA, COUNTY OF ORANGE, WITH A SITUS ADDRESS OF 34731 CALLE RAMONA, DANA POINT CA 92624-1536 C006 CURRENTLY OWNED BY RODARMEL TROY J & RODARMEL MALIN E HAVING A TAX ASSESSOR NUMBER OF 123-222-08 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS N-TRACT: 1205 BLOCK: 3 LOT: 10 AND DESCRIBED IN DOCUMENT NUMBER 504302 DATED 10/04/2010 AND RECORDED 10/06/2010 .

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:
Arent Fox LLP, Gas Company Tower, 555 West Fifth Street, 48th Floor, Los Angeles, CA 90013.

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

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* **2/17/2015**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On *(date)* **2/17/2015**, 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)* _____, 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.

Service information continued on attached page

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

2/17/2015
Date

AMANDA KYERETWIE
Printed Name

/s/ Amanda Kyeretwie
Signature

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

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

Mark Bradshaw on behalf of Creditor Broadway Advisors, LLC
mbradshaw@shbllp.com, sswartzell@shbllp.com

Mark Bradshaw on behalf of Plaintiff Broadway Advisors LLC
mbradshaw@shbllp.com, sswartzell@shbllp.com

Dolores Garcia on behalf of Creditor PRA Receivables Management, LLC
dgarcia@portfoliorecovery.com

Michelle R Ghidotti on behalf of Creditor Lori L. Lorge
mghidotti@ghidottilaw.com, ECFNotifications@ghidottilaw.com

Nancy S Goldenberg on behalf of U.S. Trustee United States Trustee (SA)
nancy.goldenberg@usdoj.gov

Ronald D Halpern on behalf of Creditor ABA Electronics, Inc.
ronhalpern@aol.com

Mark S Horoupian on behalf of Interested Party Courtesy NEF
mhoroupian@sulmeyerlaw.com, ppenn@sulmeyerlaw.com; mhoroupian@ecf.inforuptcy.com; ppenn@ecf.inforuptcy.com

Mark S Horoupian on behalf of Interested Party Power Balance, LLC
mhoroupian@sulmeyerlaw.com, ppenn@sulmeyerlaw.com; mhoroupian@ecf.inforuptcy.com; ppenn@ecf.inforuptcy.com

Mark S Horoupian on behalf of Plaintiff Power Balance, LLC
mhoroupian@sulmeyerlaw.com, ppenn@sulmeyerlaw.com; mhoroupian@ecf.inforuptcy.com; ppenn@ecf.inforuptcy.com

Andy Kong on behalf of Trustee John M Wolfe (TR)
Kong.Andy@ArentFox.com

Carlos F Negrete on behalf of Debtor Troy John Rodarmel
attyservice@negretelaw.com, cfnbknotice@gmail.com

Carlos F Negrete on behalf of Defendant Troy John Rodarmel
attyservice@negretelaw.com, cfnbknotice@gmail.com

Aram Ordubegian on behalf of Trustee John M Wolfe (TR)
ordubegian.aram@arentfox.com

United States Trustee (SA)
ustpreion16.sa.ecf@usdoj.gov

Steven Werth on behalf of Interested Party Power Balance, LLC
swerth@sulmeyerlaw.com,
asokolowski@sulmeyerlaw.com; slee@sulmeyerlaw.com; slee@ecf.inforuptcy.com; asokolowski@ecf.inforuptcy.com; swert
h@ecf.inforuptcy.com

John M Wolfe (TR)
john.wolfe@txitrustee.com, ecf.alert+jmwolfe@titlexi.com

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

2. SERVED BY UNITED STATES MAIL:

JUDGE

Honorable Theodor C. Albert
United States Bankruptcy Court
411 West Fourth Street, Suite 5085
Santa Ana, CA 92701-4593

INTERESTED PARTY

Lisa H. Fenning
Arnold & Porter, LLP
44th Floor
777 South Figueroa Street
Los Angeles, CA 90017-5844

Ian S. Landsberg, Esq.
5950 Canoga Avenue, Suite 605
Woodland Hills, CA 91367

REQUEST FOR SPECIAL NOTICE

Charles R Dixon
IPro Real Estate
120 Vantis, Ste 300
Aliso Viejo, CA 92656

Orange County Treasurer-Tax Collector
12 Civic Center Plaza, Rm. G40
PO Box 1438
Santa Ana, CA 92702-1438

FEDERAL AND STATE GOVERNMENT UNITS

Internal Revenue Service (IRS)
PO Box 7346
Philadelphia, PA 19101-7346

Internal Revenue Service
P.O. Box 7317
Philadelphia, PA 19101-7317

Franchise Tax Board
Bankruptcy Section, MS: A-340
P.O. Box 2952
Sacramento, CA 95812-2952

Employment Development Dept.
Bankruptcy Group MIC 92E
P.O. Box 826880
Sacramento, CA 94280-0001

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MASTER MAILING LIST

ABA Electronics Inc
1040 Calle Codrillera Ste 104
San Clemente, CA 92673-6242

County of Orange
P.O. Box 4515
Santa Ana, CA 92702-4515
Attn: Bankruptcy Unit

County of Orange
P.O. Box 1438
Santa Ana, CA 92702

Lori Lorge
22 Van Gogh Way
Trabuco Canyon, CA 92679-8500

Lori Lorge
28562 Oso Parkway
D-118
Rancho Santa Margarita, CA 92688-5595

Cap One
26525 N Riverwoods Blvd
Mettawa, IL 60045-3440

Citibank USA
Citicorp Credit Services/Attn: Centraliz
P.O Box 20507
Kansas City, MO 64195

Citibank
PO Box 790034
St Louis, MO 63179-0034

Coldwell Banker Home Loans
122 S. Michigan Avenue
Suite 1900
Chicago, IL 60603-6137

HSBC Bank
Po Box 5253
Carol Stream, IL 60197-5253

RJM Acq LLC
575 Underhill Blvd Ste 2
Syosset, NY 11791-3426

Rjm Acquisitions LLC
575 Underhill Blvd, Suite 224

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Syosset, NY 11791-4437

Saxon Mortgage Service
Po Box 161489
Fort Worth, TX 76161-1489

Broadway Advisors, LLC
c/o Shulman Hodges & Bastian LLP
Attn: Mark Bradshaw, Esq.
8105 Irvine Center Drive, Suite 600
Irvine, CA 92618-3094

PRA Receivables Management, LLC
POB 41067
Norfolk, VA 23541-1067

Assured Lender Services, Inc.
2552 Walnut Avenue
Suite 110
Tustin, CA 92780-6991

Assured Lender Services, Inc.
P.O. Box 9083
Temecula, CA 92589-9083

Capital One, N.A.
PO Box 12907
Norfolk, VA 23541-0907

Cemex Construction Material Pacific LLC
5180 Golden Foothill Pkwy #200
El Dorado Hills, CA 95762-9347

Gemb/Walmart
Attn: Bankruptcy
PO Box 103104
Roswell, GA 30076-9104

Marlin E. Rodarmel
34731 Calle Ramona
Capistrano Beach, CA 92624-1536

Oak Harbor Capital VII, LLC
C/o Weinstein and Riley, PS
2001 Western Avenue, Ste 400
Seattle, WA 98121-3132

Power Balance, LLC
C/o Alfred Masse
Broadway Advisors
511 30th Street
Newport Beach, CA 92663-3770

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

Swedbank AB (Publ)
K61
10534 Stockholm Sweden

Orange County Treasurer Tax-Collector
P.O. Box 4515
Santa Ana, CA 92702-4515
Attn: Bankruptcy Unit

Troy John Rodarmel
34731 Calle Ramona
Capistrano Beach, CA 92624-1536

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

June 2012

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