ATTORNEY OR PART NAME, ADDRESS, TELEPHONE & FAX NUMBERS, AND CALIFORNIA STATE BAR NUMBER	FOR COURT USE ONLY
Michael S. Kogan (SBN 128500) **KOGAN LAW FIRM, APC,** **1849 Sawtelle Blvd., Suite 700** Los Angeles, California 90025 Telephone (310) 954-1690, mkogan@koganlawfirm.com	
UNITED STATES BANKRUPTCY COURT **CENTRAL DISTRICT OF CALIFORNIA**	
In Re: **ARMANDO V. AGUILAR AND CECILIA M. AGUILAR** Debtor(s)	CASE NO.: **1:14-bk-14260-VK**

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: January 7, 2016	**Time:** 2:00 p.m.
Location: 21041 Burbank Blvd., Woodland Hills, CA 91367, Courtroom 301	

Type of Sale: X Public ☐ Private Last Date to File Objections: December 24, 2015

Description of Property to be Sold: Estate's equity interest in real property located at 10545 Encino Ave., Granada Hills, California 91344 (the "**Property**"). The estate's interest in the Property **will be sold subject to all liens, claims, and interests**, which will either have to be paid at closing or performed or discharge by the Buyer.

Terms and Conditions of Sale: as-is with no warranties whatsoever as to condition, and as set forth in the Notice attached hereto as Exhibit "A"

Proposed Sale Price: $127,000.00 (includes Debtor's homestead)

Overbid Procedure (If Any): $133,000 initial bid ($100,000 deposit to overbid) (liens, claims and encumbrances to be paid by overbidder)

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

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Michael S. Kogan
KOGAN LAW FIRM, APC
1849 Sawtelle Blvd., Suite 700
Los Angeles, CA 90025

Date: 12/5/2015

EXHIBIT A

Michael S. Kogan (SBN 128500)
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Los Angeles, California 90025
Telephone (310) 954-1690
mkogan@koganlawfirm.com

Attorneys for David Gottlieb,
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

SAN FERNANDO VALLEY DIVISION

In re **ARMANDO V. AGUILAR AND CECILIA M. AGUILAR,** Debtors.	Case No. **1:14-bk-14260-VK** Chapter 7 **NOTICE OF MOTION OF CHAPTER 7 TRUSTEE FOR APPROVAL OF AGREEMENT FOR PURCHASE AND COMPROMISE, SETTLEMENT AND RELEASE** **Date: January 7, 2016** **Time: 2:00 p.m.** **Place: Courtroom 301**

PLEASE TAKE NOTICE that on January 7, 2016, at 2:00 p.m. at the United States Bankruptcy Court located at 21041 Burbank Boulevard, Woodland Hills, California, Courtroom 303, before the Honorable Victoria Kaufman, United States Bankruptcy Judge, David Gottlieb, the duly appointed, qualified, and acting Chapter 7 Trustee (the "**Trustee**") for the estate of the debtors Armando V. Aguilar and Cecilia M. Aguilar (the "**Debtors**"), hereby moves the Court (the "**Motion**"), pursuant to Section 363(b)(1) of Title 11 of the Bankruptcy Code (the "**Bankruptcy Code**") and Bankruptcy Rule 9019, for an order approving the compromise of the estate's claims and the sale of the estate's ownership interest in a house located at 10545 Encino Ave., Granada Hills, California 91344 (the "**Property**"), to the Debtors (the "**Buyers**"). The Debtors listed the Property with a value of $400,000, and liens of $317,710. The Debtor claimed a homestead exemption of $82,290 on the Property. The Trustee's real estate broker valued the Property at $479,000, and informed the Debtors of such valuation in December 2014. The Buyers will pay the purchase price (the "**Purchase Price**") of $27,000. The estate's interest in the Property **will be sold subject to all liens, claims, and interests** on the Property pursuant to Sections 363 of the Bankruptcy Code. The sale will be noticed to creditors and interested parties.

The Trustee believes that all burdens of establishing a sound business justification for the sale of the Property have been met:

1. The Trustee believes that the Purchase Price maximizes the value of the Property to the estate.
2. The terms of the sale with the Buyer has been negotiated at arms-length and the consideration for purchase of the Property is fair and reasonable, and represents the fair market value for the Property.
3. Additionally, the Trustee has satisfied all procedural requisites of notice of the motion to obtain Court approval of this sale.
4. The terms of the proposed sale are embodied in the Agreement of Purchase and Compromise, Settlement and Release (the "**Agreement**"), attached as Exhibit "A" to the Motion and incorporated herein by this reference.

The Purchase Price is the highest and best offer that the Trustee has received and expects

to receive for the Property. The sale of the Property will be subject to an overbid auction to be held at the hearing on the Motion. The initial overbid will be Five Thousand Dollars ($5,000) over the offer of the Buyer plus One Hundred Thousand Dollars ($100,000), the amount of the Buyers homestead exemption, which is being waived by the Buyers if they are the successful purchaser of the Property, for a total initial overbid of $133,000, or other amount set by the Bankruptcy Court (*"Overbid"*), and will meet the conditions and obligations that Buyer has agreed to under this Agreement. In addition: (a) all third party bids must be in form and substance substantially and materially similar to the bid submitted pursuant to this Agreement; (b) **any third party making an Overbid (*"Overbidder"*) must pay any liens, and encumbrances on the Property and all sale and closing costs on the Property** (c) any third party making an Overbid must submit to the Seller, by no later than five (5) business days before the hearing set to approve the Sale, cash or a money order or a cashier's check made payable to "David Gottlieb, Chapter 7 Trustee" in the amount of One Hundred Thousand Dollars ($100,000), which amount shall be paid by any successful Overbidder as a nonrefundable deposit and held by Seller in a trust account pending closing of the sale transaction; and (d) at the time of the Sale, any Overbidder must demonstrate the ability to pay the remaining portion of the purchase price (*"Remainder Amount"*) and to successfully consummate the sale transaction. Buyers shall have the right to participate in any Overbid proceeding and use their homestead exemption amount as part of their overbid. In order to maximize the greatest value for this estate and its creditors, at the time of the Sale, parties offering to purchase the Property free and clear of all liens and encumbrances shall have the opportunity to overbid the purchase of the Property on substantially the same or better terms as those set forth in the Agreement of Purchase and Compromise, Settlement and Release (collectively, the "**Agreement**"). A true and correct copy of the Agreement is attached to the Motion as Exhibit "A."

Any party that wishes to overbid must submit to the Seller, by no later than five (5) business days before the hearing set to approve the Sale, cash or a money order or a cashier's check made payable to "David Gottlieb, Chapter 7 Trustee" in the amount of One Hundred Thousand Dollars ($100,000), which amount shall be paid by any successful Overbidder as a

nonrefundable deposit and held by Seller in a trust account pending closing of the sale transaction. The deposit shall be forfeited to the Trustee if the winning overbidder or buyer(s) is unable, for any reason to close the sale within seven (7) days of the hearing. Additionally, any overbidder must be able to demonstrate the ability to pay the final purchase price and the ability to successfully consummate the sale transaction, at the time of the Sale. The Buyer shall have the right to participate in any overbid proceeding. In the event of an overbid proceeding, the remaining portion of the purchase price shall be made within seven (7) business days of the Sale. Pursuant to the Agreement, the estate's interest in the Property shall be sold "as is" with no warranties whatsoever as to condition, fitness for use, sale or repair, or otherwise.

In the event of an overbid proceeding, the last bid before the final successful overbid shall be noted as a back up bid. In the event of default by the successful overbidder, the back up bid shall be accepted by the Trustee and the back up bidder shall have seven (7) business days to complete the sale transaction.

Moreover, the Trustee believes that the settlement embodied in the Agreement is in the best interests of all parties and should be approved by the Court. Consequently, the Court should defer to the business judgment of the Trustee and approve the proposed settlement.

The Motion is based upon this Notice, the concurrently filed Motion, the attached Memorandum of Points and Authorities, the Declaration of David Gottlieb, the pleadings on file in this case, and upon such other evidence as may properly be presented to the Court at the hearing.

Any party desiring a copy of the Motion, Memorandum of Points and Authorities, the Agreement, and Declaration of David Gottlieb may review the file at the Court or contact the attorneys for the Trustee for a copy.

Anyone who wishes to oppose the Motion must do so in a writing that complies with the rules of practice and procedure before the United States Bankruptcy Court for the Central District of California, and pursuant to Local Bankruptcy Rule 9013-1(1)(g), and must ensure that such opposition is filed with the Court no later than fourteen (14) days prior to the hearing on the Motion. Any such opposition must also be served on counsel to the Trustee at the following address:

Michael S. Kogan
KOGAN LAW FIRM, APC
1849 Sawtelle Blvd., Suite 700
Los Angeles, California 90025

and on the United States Trustee, 915 Wilshire Blvd., Suite 1850, Los Angeles, California 90017. Any opposition not so filed and served may be deemed to constitute consent to the relief requested in the Motion and a waiver of the right to be heard at the hearing on the Motion.

Wherefore, the Trustee respectfully requests that the Court authorize the sale of the Property pursuant to the terms of the Agreement.

DATED: December 15, 2015

KOGAN LAW FIRM, APC
MICHAEL S. KOGAN

By: /s/Michael S.Kogan
Michael S. Kogan
Attorneys for David Gottlieb, Chapter 7 Trustee

In re: **ARMANO V. AGUILAR and CECILIA M. AGUILAR** Debtor(s).	CHAPTER: 7 CASE NUMBER: **1:14-bk-14260-VK**

NOTE: When using this form to indicate service of a proposed order, DO NOT list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

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: 1849 Sawtelle Blvd., Suite 700, Los Angeles, California 90025

A true and correct copy of the foregoing document described as **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:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On December 15, 2015, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

☒ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL(indicate method for each person or entity served): On December 15, 2015 I served the following person(s) and/or entity(ies) at the last known address(es) 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/or with an overnight mail service 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

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on_____ I served the following person(s) and/or entity(ies) by personal delivery, 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 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 of America that the foregoing is true and correct.

December 15, 2015	Christa Anchrum	*/s/Christa Anchrum*
Date	*Type Name*	*Signature*

In re: **ARMANO V. AGUILAR and CECILIA M. AGUILAR** Debtor(s).	CHAPTER: 7 CASE NUMBER: **1:14-bk-14260-VK**

ADDITIONAL SERVICE INFORMATION (if needed):

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

Brandye Foreman on behalf of Creditor BANK OF AMERICA, N.A.
bforeman@mclaw.org

David Keith Gottlieb (TR)
dkgtrustee@dkgallc.com,
dgottlieb@ecf.epiqsystems.com,rjohnson@dkgallc.com,akuras@dkgallc.com

Michael S Kogan on behalf of Trustee David Keith Gottlieb (TR)
mkogan@koganlawfirm.com

Scott D Olsen on behalf of Debtor Armando V. Aguilar
olsenesq@aol.com, l.m.black84@gmail.com

Scott D Olsen on behalf of Joint Debtor Cecilia M. Aguilar
olsenesq@aol.com, l.m.black84@gmail.com

Lisa B Singer on behalf of Creditor Federal National Mortgage Association
bkmail@rosicki.com

Taneisha Tennard on behalf of Creditor BANK OF AMERICA, N.A.
taneisha.tennard@bankofamerica.com

United States Trustee (SV)
ustpregion16.wh.ecf@usdoj.gov

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL - VIA U.S. MAIL

Hon. Victoria Kaufman
U.S. Bankruptcy Court
21041 Burbank Blvd. #354
Woodland Hills, CA 91367