

<p>ATTORNEY OR PART NAME, ADDRESS, TELEPHONE & FAX NUMBERS, AND CALIFORNIA STATE BAR NUMBER</p> <p>Michael S. Kogan (SBN 128500) KOGAN LAW FIRM, APC, 1901 Avenue of the Stars, Suite 1050 Los Angeles, California 90067 Telephone (310) 432-2310, mkogan@koganlawfirm.com</p>	<p>FOR COURT USE ONLY</p>
<p align="center">UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</p>	
<p>In Re:</p> <p align="center">CHARLES A. IRVIN and CAROL A. IRVIN</p> <p align="center">Debtor(s)</p>	<p>CASE NO.: 1:13-bk-12564-AA</p>

NOTICE OF SALE OF ESTATE PROPERTY

<p>Sale Date: September 18, 2013</p>	<p>Time: 10:30 a.m.</p>
<p>Location: 21041 Burbank Blvd., Woodland Hills, CA 91367, Courtroom 303</p>	

Type of Sale: Public Private Last Date to File Objections: September 4, 2013

Description of Property to be Sold: Estate's equity interest in real property located at 6327 Ellenvue Ave., West Hills, California 91307 and the Debtors interest in the accounting practice entitled Charles A. Irvin, CPA (collectively, the "**Property**"),

Terms and Conditions of Sale: as-is with no warranties whatsoever as to condition, _____

Proposed Sale Price: \$193,000.00 (includes Debtor's homestead)

Overbid Procedure (If Any): \$195,000 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

 1901 Avenue of the Stars, Suite 1050

 Los Angeles, CA 90067

Date: 8/20/2013

EXHIBIT A

1 Michael S. Kogan (SBN 128500)
2 **KOGAN LAW FIRM, APC**
3 1901 Avenue of the Stars, Suite 1050
4 Los Angeles, California 90067
5 Telephone (310) 432-2310
6 mkogan@koganlawfirm.com

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8 Attorneys for David Gottlieb,
9 Chapter 7 Trustee

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11 **UNITED STATES BANKRUPTCY COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13 **SAN FERNANDO VALLEY DIVISION**

14 In re) Case No. 1:13-bk-12564-AA
15 CHARLES A. IRVIN and CAROL A. IRVIN,) Chapter 7
16 Debtors.) **NOTICE OF MOTION OF CHAPTER 7**
17) **TRUSTEE FOR APPROVAL OF**
18) **AGREEMENT FOR PURCHASE AND**
19) **COMPROMISE, SETTLEMENT AND**
20) **RELEASE**
21)
22) Date: September 18, 2013
23) Time: 10:30 a.m.
24) Place: Courtroom 303
25)
26)
27)
28)

1 PLEASE TAKE NOTICE that on September 18, 2013, at 10:30 a.m. at the United States
2 Bankruptcy Court located at 21041 Burbank Boulevard, Woodland Hills, California, Courtroom
3 303, before the Honorable Alan Ahart, United States Bankruptcy Judge, David Gottlieb, the duly
4 appointed, qualified, and acting Chapter 7 Trustee (the "**Trustee**") for the estate of the debtor
5 Charles A. Irvin and Carol A. Irvin (the "**Debtor**"), hereby moves the Court (the "**Motion**"),
6 pursuant to Section 363(b)(1) of Title 11 of the Bankruptcy Code (the "**Bankruptcy Code**") and
7 Bankruptcy Rule 9019, for an order approving the compromise of the estate's claims and the sale
8 of the estate's interest in real property located at 6327 Ellenview Ave., West Hills, California
9 91307 and the Debtors interest in the accounting practice entitled Charles A. Irvin, CPA
10 (collectively, the "**Property**"), to the Debtor (the "**Buyer**"). The Buyer will pay the purchase
11 price (the "**Purchase Price**") of \$18,000.00. The estate's interest in the Property **will be sold**
12 **subject to all liens, claims, and interests** on the Property pursuant to Sections 363 of the
13 Bankruptcy Code. The sale will be noticed to creditors and interested parties. The sale will be
14 noticed to creditors and interested parties.

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

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

27 The Purchase Price is the highest and best offer that the Trustee has received and expects
28 to receive for the Property. The sale of the Property will be subject to an overbid auction to be

1 held at the hearing on the Motion. The initial overbid will be Two Thousand Dollars (\$2,000) over
2 the offer of the Buyer plus One Hundred Seventy Five Thousand Dollars (\$175,000), the amount
3 of the Buyers homestead exemption, which is being waived by the Buyer if they are the successful
4 purchaser of the Property, for a total initial overbid of \$195,000, or other amount set by the
5 Bankruptcy Court ("*Overbid*"), and will meet the conditions and obligations that Buyer has agreed
6 to under this Agreement. In addition: (a) all third party bids must be in form and substance
7 substantially and materially similar to the bid submitted pursuant to this Agreement; (b) **any third**
8 **party making an Overbid ("*Overbidder*") must pay any liens, and encumbrances on the**
9 **Property and all sale and closing costs on the Property** (c) any third party making an Overbid
10 must submit to the Seller, by no later than five (5) business days before the hearing set to approve
11 the Sale, cash or a money order or a cashier's check made payable to "David Gottlieb, Chapter 7
12 Trustee" in the amount of One Hundred Thousand Dollars (\$100,000), which amount shall be paid
13 by any successful Overbidder as a nonrefundable deposit and held by Seller in a trust account
14 pending closing of the sale transaction; and (d) at the time of the Sale, any Overbidder must
15 demonstrate the ability to pay the remaining portion of the purchase price ("*Remainder Amount*")
16 and to successfully consummate the sale transaction. Buyer shall have the right to participate in
17 any Overbid proceeding and use their homestead exemption amount as part of their overbid. In
18 order to maximize the greatest value for this estate and its creditors, at the time of the Sale, parties
19 offering to purchase the Property free and clear of all liens and encumbrances shall have the
20 opportunity to overbid the purchase of the Property on substantially the same or better terms as
21 those set forth in the Agreement of Purchase and Compromise, Settlement and Release
22 (collectively, the "**Agreement**"). A true and correct copy of the Agreement is attached to the
23 Motion as Exhibit "A."

24 Any party that wishes to overbid must submit to the Seller, by no later than five (5)
25 business days before the hearing set to approve the Sale, cash or a money order or a cashier's
26 check made payable to "David Gottlieb, Chapter 7 Trustee" in the amount of One Hundred
27 Thousand Dollars (\$100,000), which amount shall be paid by any successful Overbidder as a
28 nonrefundable deposit and held by Seller in a trust account pending closing of the sale transaction.

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

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

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

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

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

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

28 Michael S. Kogan

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KOGAN LAW FIRM, APC
1901 Avenue of the Stars, Suite 1050
Los Angeles, California 90067

and on the United States Trustee, 21051 Warner Center Lane, Suite 115, Woodland Hills,
California 91367. 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: August 20, 2013

KOGAN LAW FIRM, APC
MICHAEL S. KOGAN

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

In re: Charles A. Irvin and Carol A. Irvin	CHAPTER: 7
Debtor(s).	CASE NUMBER: 1:13-bk-12564-AA

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: 1901 Avenue of the Stars, Suite 1050, Los Angeles, California 90067

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 August 21, 2013, 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 August 21, 2013 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.

August 21, 2013
Date

Nora Angulo
Type Name

/s/Nora Angulo
Signature

In re: Charles A. Irvin and Carol A. Irvin	CHAPTER: 7
Debtor(s).	CASE NUMBER: 1:13-bk-12564-AA

ADDITIONAL SERVICE INFORMATION (if needed):

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

- Gary D. Fidler on behalf of Debtors
gfidlerlaw@aol.com
- David Keith Gottlieb (TR)
dkgtrustee@crowehorwath.com,
dgottlieb@ecf.epiqsystems.com, renee.johnson@crowehorwath.com

United States Trustee (SV)
ustpreion16.wh.ecf@usdoj.gov

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

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

Hon. Alan Ahart
U.S. Bankruptcy Court
21041 Burbank Blvd. #342
Woodland Hills, CA 91367

Debtors

Charles A. Irvin and Carol A. Irvin
6327 Ellenvue Ave.
West Hills, CA 91307

Secured Creditors

IndyMac Mortgage Services
PO Box 78826
Phoenix, AZ 85062-8826

Unsecured Creditors

AAA Financial Services
PO Box 15019
Wilmington, DE 19886-5019

Bank of America
PO Box 15019
Wilmington, DE 19886-5019

Discover card
PO Box 29033
Phoenix, AZ 85038-9033

Target National Bank
PO Box 660170
Dallas, TX 75266-0170

IndyMac Mortgage Services
6900 Beatrice Drive
Kalamazoo, MI 49009-9559

Wells Fargo Card Services
PO Box 30086
Los Angeles, CA 90030-0086

Chase Card Services
PO Box 94014
Palantine, IL 60094-4014