

ATTORNEY OR PART NAME, ADDRESS, TELEPHONE & FAX NUMBERS, AND CALIFORNIA STATE BAR NUMBER  Michael S. Kogan (SBN 128500) <b>KOGAN LAW FIRM, APC,</b> <b>1901 Avenue of the Stars, Suite 1050</b> Los Angeles, California 90067 Telephone (310) 432-2310, mkogan@koganlawfirm.com	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b>	
<b>In Re:</b>  <b>DAVID GROVE and TWILA GROVE</b>  Debtor(s)	CASE NO.: 1:13-bk-13806-AA

### NOTICE OF SALE OF ESTATE PROPERTY

<b>Sale Date:</b> December 4, 2013	<b>Time:</b> 10:30 a.m.
<b>Location:</b> 21041 Burbank Blvd., Woodland Hills, CA 91367, Courtroom 303	

Type of Sale:             Public             Private            Last Date to File Objections: November 20, 2013

Description of Property to be Sold:        Estate's equity interest in real property located at 3517 Quarzo Circle, Thousand Oaks, California (the "**Property**"),

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:    \$125,000.00 (includes Debtor's homestead)

Overbid Procedure (If Any):    \$130,000 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:            11/5/2013

# **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

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

13 In re ) Case No. 1:13-bk-13806-AA  
14 )  
15 **DAVID GROVE and TWILA GROVE,** ) Chapter 7  
16 )  
17 Debtors. ) **NOTICE OF MOTION OF CHAPTER 7**  
18 ) **TRUSTEE FOR APPROVAL OF**  
19 ) **AGREEMENT FOR PURCHASE AND**  
20 ) **COMPROMISE, SETTLEMENT AND**  
21 ) **RELEASE**  
22 )  
23 ) Date: December 4, 2013  
24 ) Time: 10:30 a.m.  
25 ) Place: Courtroom 303  
26 )  
27 )  
28 )

1 PLEASE TAKE NOTICE that on December 4, 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 debtors  
5 David Grove and Twila Grove (the "Debtors"), hereby moves the Court (the "Motion"), pursuant  
6 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 ownership interest in a house located at 3517 Quarzo Circle, Thousand Oaks,  
9 California (the "Property"), to the Debtors (the "Buyers"). The Debtors listed the Real Property  
10 with a value of \$728,698, and liens of \$580,772, and a homestead exemption of \$100,000. The  
11 Trustee's real estate broker valued the Real Property at \$765,000. The Buyers will pay the  
12 purchase price (the "Purchase Price") of \$25,000. The estate's interest in the Property will be  
13 sold subject to all liens, claims, and interests on the Property pursuant to Sections 363 of the  
14 Bankruptcy Code. The sale will be 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 Five Thousand Dollars (\$5,000) over  
2 the offer of the Buyer plus One Hundred Thousand Dollars (\$100,000), the amount of the Buyers  
3 homestead exemption, which is being waived by the Buyers if they are the successful purchaser of  
4 the Property, for a total initial overbid of \$130,000, or other amount set by the Bankruptcy Court  
5 ("**Overbid**"), and will meet the conditions and obligations that Buyer has agreed to under this  
6 Agreement. In addition: (a) all third party bids must be in form and substance substantially and  
7 materially similar to the bid submitted pursuant to this Agreement; (b) **any third party making**  
8 **an Overbid ("**Overbidder**") must pay any liens, and encumbrances on the Property and all**  
9 **sale and closing costs on the Property** (c) any third party making an Overbid must submit to the  
10 Seller, by no later than five (5) business days before the hearing set to approve the Sale, cash or a  
11 money order or a cashier's check made payable to "David Gottlieb, Chapter 7 Trustee" in the  
12 amount of One Hundred Thousand Dollars (\$100,000), which amount shall be paid by any  
13 successful Overbidder as a nonrefundable deposit and held by Seller in a trust account pending  
14 closing of the sale transaction; and (d) at the time of the Sale, any Overbidder must demonstrate  
15 the ability to pay the remaining portion of the purchase price ("**Remainder Amount**") and to  
16 successfully consummate the sale transaction. Buyers shall have the right to participate in any  
17 Overbid proceeding and use their homestead exemption amount as part of their overbid. In order  
18 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: November 5, 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: <b>DAVID GROVE and TWILA GROVE</b>	CHAPTER: 7
Debtor(s).	CASE NUMBER: <b>1:13-bk-13806-AA</b>

**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 November 6, 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 November 6, 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.

November 6, 2013  
Date

Nora Angulo  
Type Name

/s/Nora Angulo  
Signature

In re: DAVID GROVE and TWILA GROVE  Debtor(s).	CHAPTER: 7  CASE NUMBER: 1:13-bk-13806-AA
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**ADDITIONAL SERVICE INFORMATION (if needed):**

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

- Vernon L. Ellicott Debtor's Counsel vle@vlelaw.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**

David Grove and Twila Grove  
3517 Quarzo Circle  
Thousand Oaks, CA 91362

Capitol One Bank  
PO Box 60599  
City Of Industry, CA 91716-0599

Capitol One Bank  
PO Box 71083  
Charlotte, NC 28262-1083

Chase  
P.O. Box 15298  
Wilmington, DE 19850

Citibank  
P.O. Box 183071  
Columbus, OH 43218

Exxon Mobil  
P.O. Box 6404  
Sioux Falls, SD 57117

Macy's  
PO Box 689195  
Des Moines, IA 50368

Nordstrom  
PO Box 79134  
Phoenix, AZ 85062

Nordstrom fsb  
P.O. Box 6566  
Englewood, C+O 80155-6566

Shell  
P.O. Box 6406  
Sioux Falls, SD 57117

Wells Fargo  
P.O. Box 30086  
Los Angeles, CA 90030-0086

Wells Fargo Card Services  
1 Home Campus  
3<sup>rd</sup> Floor  
Des Moines, IA 50328-0001