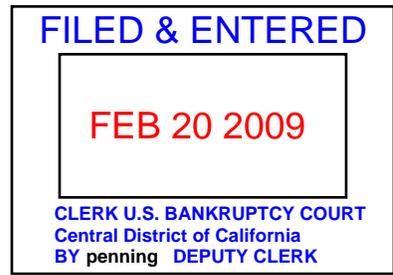


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FOR PUBLICATION



**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re:
Stephen Law,

Debtor.

Case No: LA-04-10052-TD

Chapter 7

MEMORANDUM DECISION REGARDING
TRUSTEE'S MOTION TO SURCHARGE
DEBTOR'S HOMESTEAD EXEMPTION

Date: November 5, 2008
Time: 10:30 a.m.
Location: Courtroom 1345

Trustee's Renewed Motion to Surcharge Debtor's Homestead Exemption ("Motion") was heard by this court on November 5, 2008 at 10:30 a.m. Steven T. Gubner appeared on behalf of Alfred H. Siegel, chapter 7 trustee ("Trustee") of the bankruptcy estate of Stephen Law ("Debtor"). Debtor appeared *in pro per*. All papers have been filed and this matter is now ripe for resolution.

Having carefully considered the briefs, pleadings, declarations, and exhibits filed in support of, and in opposition to, the Trustee's Motion, and all of the filings in this bankruptcy case and in the

1 related adversary proceedings on file, I conclude that a surcharge of the Debtor’s homestead exemption
2 by \$75,000 is proper. My reasons are as follows.¹

3 **Procedural Posture**

4 On December 29, 2006, the Bankruptcy Appellate Panel (“BAP”) entered a memorandum of
5 decision reversing my earlier order, entered on May 8, 2006, surcharging Debtor’s homestead exemption
6 on Trustee’s earlier motion. The BAP concluded that the surcharge was improper because no
7 extraordinary circumstances had been established justifying the surcharge, and because it appeared to
8 the BAP that “the intent of the trustee was to punish the debtor for his tactics.” The BAP decision left
9 open the possibility of a future order surcharging Debtor’s homestead exemption if the order was
10 “supported by specific findings of fact and appropriate conclusions of law . . . including an adequate
11 explanation why any surcharge based on specific damages or expenses incurred by the estate should be
12 reimbursed from the debtor’s exemptions.” The Ninth Circuit recently affirmed the BAP’s decision.
13 The following comprises my findings of fact and conclusions of law on the Trustee’s Renewed Motion.

14 **Applicable Legal Standard**

15 A court may surcharge a debtor’s claimed exemption “when reasonably necessary both to protect
16 the integrity of the bankruptcy process and to ensure that a debtor exempts an amount no greater than
17 what is permitted by the exemption scheme of the Bankruptcy Code.” Latman v. Burdette, 366 F.3d
18 774, 786 (9th Cir. 2004). Such a surcharge is justified where a debtor’s misconduct amounts to a fraud
19 on the court and the debtor’s creditors. In re Onubah, 375 B.R. 549, 554 (9th Cir. BAP 2007). A
20 surcharge must be calculated to compensate the estate for the actual damage inflicted by a debtor’s
21 misconduct. Id. at 556. The remedy of surcharge cannot “be used to shift costs to a debtor who has
22 unsuccessfully, but in good faith . . . challenged the trustee’s administration of the estate.” Id.

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28 ¹ To assist the reader in navigating the extensive dockets in this bankruptcy case and its related
adversaries, I cite wherever possible to the exhibits (numbered 1 through 54) that are attached to
Trustee’s Motion and Supplemental Memorandum of Points and Authorities.

1 Attorneys' fees may be awarded as part of a surcharge if the debtor's conduct causes "the estate to incur
2 unnecessary expenses . . . and without the award the estate would not have been made whole." Id.

3 **Summary of My Findings and Conclusions**

4
5 On January 5, 2004, Debtor filed his chapter 7 petition. The only significant asset of the
6 bankruptcy estate was Debtor's residence, which was encumbered by two deeds of trust and three
7 judgment liens. The second deed of trust, supported by a purported \$168,000 personal loan from a
8 woman named Lili Lin, has been the subject of a bitter controversy between Debtor and Trustee. This
9 dispute has consumed nearly five years and hundreds of thousands of dollars in lawyers' time, as
10 documented in the Trustee's lawyers' still pending preliminary fee application, filed on March 10, 2008.
11 For reasons set forth more fully below, I am persuaded – based on a preponderance of the evidence
12 before me – that the loan was fabricated by Debtor in an attempt to preserve equity in his residence and
13 defeat the collection efforts of his judgment creditors. In response to Trustee's challenge to (1) the
14 second deed of trust, as asserted primarily by Debtor, with intermittent, questionable, and unpersuasive
15 support purportedly offered by a woman named Lili Lin of China, and (2) Debtor's homestead claim, I
16 conclude that Debtor's assertions concerning the second deed of trust have not been proved by a
17 preponderance of the evidence and that the Trustee's surcharge request has been substantiated by the
18 evidence.
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22 **The Purported Lili Lin Loan**

23 To support his claims concerning the second deed of trust (the "disputed deed of trust"), Debtor
24 asserts that in 1998 he received a loan of \$168,000 from a woman named Lili Lin.² During the nearly
25 five years since his bankruptcy filing, Debtor has not produced any persuasive evidence that he actually
26 received such a loan. Moreover, the evidence he has produced is inconsistent, supporting an inference
27 that no such loan was made. For instance, at his meeting of creditors, Debtor stated under oath that the
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² Ex. 12, 134: 10–12 (2005).

1 proceeds of the Lili Lin loan were not deposited in a bank account, but rather were paid directly to his
2 creditors, and that Debtor possessed receipts reflecting this.³ Since then, he has never produced receipts
3 reflecting such payments. He later claimed that the funds were not paid directly to creditors, but were
4 wired into his bank account;⁴ but the bank statements he offered in support of this claim do not prove by
5 credible or persuasive admissible evidence that he received such a loan or that any such sum as
6 \$168,000 came from a woman named Lili Lin.⁵ These inconsistencies lead me to disbelieve all of
7 Debtor's assertions regarding the disputed deed of trust: It strains credulity to imagine that Debtor would
8 not have a clear recollection of the form in which he received a \$168,000 personal loan, or that in the
9 elapsed time of this 2004 bankruptcy case Debtor has been unable to produce persuasive, credible
10 evidence substantiating the loan in response to Trustee's discovery requests, motions, or otherwise.
11

12
13 In June of 1999, a year after the purported loan was made, Debtor executed and had notarized
14 two separate promissory notes,⁶ both, apparently, to document the same alleged loan. Both of the notes
15 were issued, purportedly, in favor of someone named Lili Lin. One of the notes identified Lili Lin's
16 birth date as November 22, 1947; the other contained no birth date. Debtor has not provided a credible
17 explanation as to why he prepared and signed two separate promissory notes, one with the obligee's
18 date of birth and one without.⁷ Also in June of 1999, Debtor executed and had notarized a deed of trust
19 in favor of Lili Lin ("the disputed deed of trust"), which was recorded on June 28, 1999.⁸ Attached to
20 the recorded deed was one of the two promissory notes—the one that did not include Lili Lin's birth
21 date.⁹ Significantly, at the time the disputed deed of trust was recorded, an action titled *Cau-Min Li v.*
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25 ³ Ex. 43, 588–89 (2004).

26 ⁴ Ex. 20, 293: 6–12 (2006).

27 ⁵ Ex. 42, 563–64 (2008).

28 ⁶ Ex. 42, 570–76 (2008).

⁷ Ex. 48, 156–72 (2008).

⁸ Ex. 2 (2004).

⁹ Id.

1 Law was pending against the Debtor in the Los Angeles Superior Court.¹⁰ A resulting judgment of
2 \$131,821.74 was entered against Debtor in October of 1999, just four months after the Lili Lin deed was
3 recorded.¹¹ Given the substantial lapse of time between the purported loan and its recordation, it seems
4 likely that the disputed deed of trust was recorded in anticipation of the impending Li judgment.
5

6 A woman named Lili Lin, who lives in Artesia, California, (“Lili Lin of Artesia”) was an
7 acquaintance of Debtor at this time. In June of 1999, Debtor delivered to Lili Lin of Artesia a copy of
8 the disputed deed of trust and promissory note.¹² He did so despite the fact that Lili Lin of Artesia had
9 never loaned Debtor any money.¹³ Debtor later asked Lili Lin of Artesia to accept a check from him for
10 \$168,000, in satisfaction of the “loan,” and to then return the money to him.¹⁴ Lili Lin of Artesia
11 refused to do this.¹⁵
12

13 In February 2000, County Records Research received an unsigned letter, purportedly from Lili
14 Lin of Artesia.¹⁶ The letter, which Lili Lin of Artesia says she did not send, sought to institute
15 foreclosure proceedings on Debtor’s residence. Around the same time, Lili Lin of Artesia received the
16 following documents in the mail: (1) Assignment of Promissory Note Assigning the Promissory Note
17 from Lili Lin [of Artesia] to Connie Chang; (2) Notice of Default and Election to Sell Under Deed of
18 Trust; (3) Substitution of Trustee; (4) Declaration of Default and Demand for Sale.¹⁷ Included with
19 them was an unsigned note asking her to sign the documents.¹⁸
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23 ¹⁰ Li was suing Debtor for malicious prosecution. Ex. 43, 585 (2004).

24 ¹¹ Ex. 3 (1999).

25 ¹² Supplemental Request for Judicial Notice in Support of Trustee’s Motion to Surcharge Debtor’s
Homestead Exemption, Ex. 1, 5: 12-17 (2005).

26 ¹³ Id. at 5: 7–11.

27 ¹⁴ Id. at 45–46.

28 ¹⁵ Id.

¹⁶ Ex. 45, 19 (2007).

¹⁷ Supplemental Request for Judicial Notice in Support of Trustee’s Motion to Surcharge Debtor’s
Homestead Exemption, Ex. 1, 5: 17–28 (2005).

¹⁸ Id. at 6: 2–8.

1 If Lili Lin of Artesia had signed and delivered the documents, as requested, she would have (1)
2 assigned her interest in the promissory note, if any, to Connie Chang, who is Debtor’s ex-wife; (2)
3 substituted County Records Research as the trustee under the disputed deed of trust; and (3) authorized
4 County Records Research to foreclose on Debtor’s residence. On or about March 23, 2000, Lili Lin of
5 Artesia received further correspondence from County Records Research repeating the request that she
6 sign the documents.¹⁹ She did not sign the documents. These circumstances, as proved by Trustee,
7 strongly suggest to me that Debtor created the lien of the disputed deed of trust on his home in order to
8 protect his equity from a judgment creditor, and then attempted to recover the protected equity via a
9 sham transfer to his ex-wife.²⁰

12 When Debtor filed his bankruptcy petition in 2004, he listed the now disputed deed of trust in
13 favor of Lin’s Mortgage & Associates [of Guangzhou, China] in his schedules. Trustee filed an
14 adversary proceeding asserting fraud against Lili Lin in June of 2004,²¹ seeking to avoid and recover the
15 disputed deed of trust. Shortly thereafter, in his opposition to Trustee’s motion for default judgment,
16 Debtor asserted that he had in fact received the \$168,000 loan from a different woman named Lili Lin
17 (“Lili Lin of China”)—a woman who lives in China and speaks no English. Lili Lin of China’s birthday
18 purportedly is November 22, 1947.²² This is the date written on the second promissory note—the note
19 that was not recorded with the disputed deed of trust. Debtor asserted that Lili Lin of China had not

23 ¹⁹ Id. at 6: 9–13.

24 ²⁰ Debtor maintains that Lili Lin of Artesia was attempting to hold herself out as the beneficiary under
25 the disputed trust deed in retaliation for a small claim lawsuit he filed against her. The lawsuit,
26 however, was filed after the attempted foreclosure and Lili Lin of Artesia’s rejection of the scheme. See
27 Ex. 12, 137 (2005) (showing that lawsuit was filed on June 21, 2000). See also Supplemental Request
28 for Judicial Notice in Support of Trustee’s Motion to Surcharge Debtor’s Homestead Exemption, Ex. 1,
5: 12–28 (2005) (showing foreclosure attempt began in February of 2000). In light of this, and upon
weighing the credibility of the two witnesses, I find Lili Lin of Artesia’s account to be the more credible
one.

²¹ Adv. No. 04-01969.

²² Ex. 42, 548 and 553 (2008).

1 been properly served. The court entered a default judgment in favor of Trustee on August 31, 2004.
2 Lili Lin of China, represented in that adversary by attorney Peter Chow, filed a motion to set aside the
3 default. The court set aside the default judgment on October 20, 2004.
4

5 Subsequently, each Lili Lin responded to the Trustee's adversary complaint. Lili Lin of China
6 filed two answers, one by attorney Peter Chow (in 2004) and one *in pro per* (in 2005).²³ Lili Lin of
7 Artesia resolved the adversary by entering into a stipulation for entry of judgment with Trustee. In the
8 stipulated judgment, Lili Lin of Artesia acknowledged (1) that she had never made a loan to Debtor and
9 (2) that Debtor had attempted to involve her in a sham foreclosure of the disputed deed of trust.
10

11 A judgment on the Lili Lin of Artesia stipulation was entered on May 18, 2005. On February 17,
12 2006, over Debtor's opposition, the court entered an order authorizing Trustee to sell the property.²⁴
13 Two days later, in a jointly signed motion, both Debtor and (purportedly) Lili Lin of China moved the
14 court to reconsider the sale order.²⁵ The signature: "Lili Lin" is printed by hand, in English, on the same
15 page as Debtor's signature. To the best of my recollection of this lengthy and tortuous record, no
16 plausible explanation has been furnished as to how Lili Lin of China, who purportedly speaks only
17 Chinese and is unable to travel to the United States, was able to sign this motion on the same page as
18 Debtor. There is no evidence in the record that adequately explains how this may have occurred.
19
20 Further, I note that only two days passed between the sale order and the filing of the motion to
21 reconsider, very little time for Debtor to mail a signature page to China and receive a signed copy in
22 return. Given that Lili Lin of China has not visited the United States since this bankruptcy case began,
23 the most plausible inference is that Debtor signed Lili Lin of China's name himself, or asked someone
24 else to sign it for him.
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27 ²³ On the answer filed *in pro per*, Lili Lin of China gave as her address an address in Rowland Heights,
28 California. Ex. 11.

²⁴ Ex. 18 (2006).

²⁵ Ex. 20 (2006).

1 The exhibits attached to Debtor’s, and purportedly Lili Lin of China’s, motion for
2 reconsideration further support an inference that Debtor was attempting to mislead and manipulate the
3 court. The motion contains numerous exhibits meant to demonstrate that Lili Lin of China had an
4 interest in Debtor’s home and that she made a loan to Debtor. Exhibit F is the promissory note
5 containing Lili Lin of China’s birth date. Debtor asserted that this promissory note had been recorded
6 with the Los Angeles County Recorder’s Office as document number 99-1179298.²⁶ In fact, this version
7 of the promissory note, the “birth date” note, never was recorded; the only recorded promissory note was
8 the one that did not include Lili Lin’s birth date. Debtor’s protestations that he made an innocent
9 mistake²⁷ in submitting the false promissory note to the court are unconvincing, given the degree to
10 which this “mistake” advanced his cause. It is much more plausible that Debtor attached false evidence
11 to his sale reconsideration motion in an effort to persuade the court that Lili Lin of China—rather than
12 Lili Lin of Artesia—was the true holder of the lien on his residence, and I so find.

13
14 Remarkably, despite her inability to speak English and her frequent lack of representation, Lili
15 Lin of China has managed to file with this court numerous motions, declarations, and appeals in pro
16 per—all written in English, without record of translation. I note that (1) all of Lili Lin of China’s filings
17 are written in a style closely resembling Debtor’s, (2) she invariably advocates the same positions as
18 Debtor, and (3) she has used Debtor’s address and another southern California address as her address for
19 purposes of her filings.²⁸ While the court cannot say with certainty that Debtor authored, signed, and
20 filed some or all of these papers purportedly filed by Lili Lin of China, this is the most plausible
21 conclusion, given the implausibility on the record before me of Lili Lin of China accomplishing these
22 tasks herself. The totality of the evidence leaves me unpersuaded that Lili Lin of China signed or
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28 ²⁶ Ex. 48, 46–62 (2008).

²⁷ Id.

²⁸ See, e.g., Ex. 20, Ex. 11.

1 **costs of coping with Debtor’s deception far exceed \$75,000, the exemption to which Debtor**
2 **otherwise would be entitled.** Trustee’s efforts to sell Debtor’s residence alone required 317.50 hours,
3 translating to \$87,939 in requested attorneys’ fees.³⁰ Trustee also spent 1,534.70 hours on fraud
4 litigation concerning the Debtor and Lili Lin of China and in achieving, implementing, and defending
5 the compromise with Lili Lin of Artesia against the Debtor’s and Lili Lin of China’s numerous
6 unsuccessful appeals, translating to \$456,112.50 in fees.³¹ These costs, which greatly exceed \$75,000,
7 are a direct result of Debtor’s active misrepresentations to Trustee and the court.
8

9 **Lili Lin of China’s Claim**

10 In its December 29, 2006 decision, the BAP noted that “if the trustee continues to contest the lien
11 status of Lili Lin of China, it is incumbent upon the trustee to obtain an appropriate judicial
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13 ³⁰ Id. at 10–11.

14 ³¹ Id. at 13–16. The following appeals had to be defended by Trustee as a direct result of Debtor’s false
15 representations: BAP No. 05-1303 – By Lili Lin [of China] of the Order Granting Compromise of
16 Controversy Approving the Stipulated Judgment to Avoid and Recover the Comfort Lien. [Notice of
17 Appeal filed July 18, 2005, Docket No. 56, adversary proceeding no. 2:04-ap-01969-TD.] BAP No. 05-
18 1344 – By the Debtor of the Order Granting Turnover of Property [Notice of Appeal, bankruptcy case
19 Docket No. 87.] BAP No. 06-1195 – By the Debtor of the Order granting the Sale Motion. [Notice of
20 Appeal, bankruptcy case Docket No. 130, and BAP Assignment of Case, bankruptcy case Docket No.
21 137.] BAP No. 06-1379 – By the Debtor of the Order on Trustee’s Continued Motion to Sell Real
22 Property Free and Clear of Liens, Interests, and Encumbrances. [Notice of Appeal, bankruptcy case
23 Docket No. 168.] BAP No. 06-1427 – By the Debtor and Lili Lin [of China] of the Order Denying
24 Motion for Reconsideration or Alternatively, Stay Pending Appeal on Order Granting Trustee’s Motion
25 to Approve Compromise of Controversy Approving the Agreement between the Trustee and creditors of
26 the bankruptcy estate. [Notice of Appeal, bankruptcy case Docket No. 175.] BAP No. 07-1323 filed
27 August 27, 2007 – By Lili Lin [of China] and Debtor of Order Granting Trustees Motion to Strike Lili
28 Lin [of China]’s Answer to Complaint for Declaratory Relief. [Notice of Appeal, Docket No. 38,
adversary proceeding no. 2:07-ap-01102-TD.] BAP No. 08-1231 filed September 8, 2008 – By Debtor
of the order ordering Debtor to appear at his deposition and produce documents. [Notice of Appeal,
bankruptcy case Docket No. 294.] The following appeals were taken: Ninth Circuit No. 07-55194 – By
Debtor of the BAP’s judgment affirming the bankruptcy court’s order striking his answer and granting
the trustee’s motion for default judgment. Ninth Circuit No. 07-55200 – By Debtor and Lili Lin [of
China] of the BAP’s order approving a compromise agreement. Ninth Circuit No. 07-55200 – Trustee’s
cross appeal of the BAP’s decision reversing the bankruptcy court’s order granting Trustee’s surcharge
motion. Ninth Circuit No. 07-56239 – By the Debtor of the BAP’s order affirming the judgment of the
bankruptcy court approving the compromise between Trustee and the judgment creditors and granting
the sale motion. On January 14, 2009, the Ninth Circuit affirmed each of the BAP decisions.

1 determination eliminating her interest.” The BAP also noted, in the context of Lili Lin of China’s
2 opposition to Trustee’s proposed settlement with Lili Lin of Artesia, that “at oral argument, the trustee
3 conceded that the rights of Lili Lin of China have not been judicially resolved,” and attorney “Andrew
4 Smyth represented to [the BAP panel] that he now represents Lili Lin of China and will proceed towards
5 prompt judicial resolution and will accept service of process and other papers on behalf of Lili Lin of
6 China.”³²

8 Apparently following the BAP’s suggestion, the Trustee filed an adversary against Lili Lin of
9 China on February 8, 2007. The adversary turned out to be futile and was dismissed on April 22, 2008,
10 at which point Lili Lin of China still had not been properly served. Smyth, the lawyer who represented
11 that he would accept service and appear on Lili Lin of China’s behalf (and did so), later openly
12 acknowledged at an August 1, 2007 hearing that (1) he had never met the woman and had
13 communicated with her only by email,³³ (2) he did not speak Chinese and was unable to procure from
14 Debtor a phone number for Lili Lin of China, so that he could speak to her through his own translator,³⁴
15 (3) he doubted Lili Lin of China truly was asserting a claim in this case,³⁵ and (4) he entered his
16 appearance on her behalf for a nominal sum of money—that is, less than \$1,000—³⁶ apparently at the
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20 ³² Andrew Smyth was the second lawyer to purportedly represent Lili Lin of China, after Peter Chow.
21 As noted earlier, Peter Chow represented Lili Lin of China in adversary proceeding 04-01969. He also
22 appeared briefly on Lili Lin of China’s behalf in adversary proceeding 07-01102, the recent adversary
23 initiated by Trustee apparently at the BAP’s request. Chow went to China in late 2007, and while there
24 he talked briefly to Lili Lin of China; however, shortly after that he declined to represent her or to
25 accept service on her behalf. (It is unclear who paid Chow’s fees.) The evidence that Chow submitted
26 on behalf of Lili Lin of China, none of which convincingly demonstrates that a loan was made, is
27 identical to evidence that Debtor and Lili Lin of China submitted with the earlier failed motion to
28 reconsider the sale order. Ex. 42 (2008). The evidence consisted only of documents that were submitted
previously by Lili Lin of China and/or her then attorney Andrew Smyth and/or Debtor.

³³ Continued Hearing Re Trustee’s Motion for Order Consolidating Adversary Proceedings, 10:30 a.m.
August 1, 2007, adversary proceeding 07-01102, 8: 16–25, 9: 4–10.

³⁴ *Id.* at 13: 2–20.

³⁵ *Id.* at 18: 12–13, 22: 9–11.

³⁶ *Id.* at 15: 11–25, 16: 1–13

1 request of others, perhaps the Debtor and the Debtor's ex-wife, Connie Chang. In response to my Order
2 to Show Cause and the Trustee's Motion for Sanctions, Smyth voluntarily withdrew from the adversary,
3 apparently in recognition of the futility of further efforts on his part to be of assistance—this in spite of
4 the fact that he had acknowledged to the BAP during oral argument that he would accept service of
5 process should the Trustee bring an adversary against Lili Lin of China to challenge her claim.
6

7 With Lili Lin of China's appearance thus appearing to be a sham, the Trustee refused to
8 undertake the burden and expense of properly serving Lili Lin of China in China or otherwise pursue
9 thorough discovery against her so-called "claim." The fact remains that Lili Lin of China, in spite of
10 numerous pleadings and efforts in her name, has never come forth, personally or in credible,
11 authenticated writings, either to defend against the Trustee's lawsuit or to file or prosecute any
12 satisfactory claim for relief in the bankruptcy case.
13

14 **Conclusion**

15 I conclude that Debtor's conduct as outlined above was fraudulent toward Debtor's creditors and
16 the court. Trustee has expended more than 1,500 hours coping with Debtor's fictitious loan and
17 fraudulent deed of trust, generating substantial attorneys' fees and depleting the estate. Were Debtor to
18 receive his homestead exemption, the financial consequences of Debtor's misconduct would fall most
19 heavily upon Debtor's creditors, including Trustee and his attorneys. A surcharge must be levied to
20 avoid this outcome. Because the actual costs to the estate far exceed \$75,000 (the exemption to which
21 Debtor otherwise would be entitled), I find that Debtor's homestead must be surcharged in its entirety.
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24 IT IS SO ORDERED.

25 DATED: February 20, 2009

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27 _____
28 United States Bankruptcy Judge

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SERVICE LIST FOR ENTERED ORDER

SERVED ELECTRONICALLY	SERVED BY U.S. MAIL
Steven T Gubner ssubner@ebg-law.com United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov	Stephen Law P O Box 93562 City of Industry, CA 91715-3562 Alfred H Siegel Siegel, Gottlieb, Mangel & Levine 15233 Ventura Blvd., 9th Floor Sherman Oaks, CA 91403-2201 Steven Gubner Ezra Brutzkus Gubner LLP 21650 Oxnard St Ste 500 Woodland Hills, CA 91367

CERTIFICATE OF NOTICE

District/off: 0973-2
Case: 04-10052

User: admin
Form ID: pdf031

Page 1 of 1
Total Served: 10

Date Rcvd: Feb 20, 2009

The following entities were served by first class mail on Feb 22, 2009.

db Stephen Law, P O Box 93562, City of Industry, CA 91715-3562
aty +Ainat Kiewe, Ezra Brutzkus Gubner LLP, 21650 Oxnard St Ste 500,
Woodland Hills, CA 91367-4911
aty +Ezra Brutzkus Gubner LLP, 21650 Oxnard Street, Ste 500, Woodland Hills, CA 91367-4911
aty +Robyn B Sokol, 16830 Ventura Blvd Ste 310, Encino, CA 91436-1724
aty +Steven T Gubner, Ezra Brutzkus & Gubner, 21650 Oxnard St, Ste 500,
Woodland Hills, CA 91367-4911
aty +Talin Keshishian, Ezra Brutzkus Gubner LLP, 21650 Oxnard St Ste 500,
Woodland Hills, CA 91367-4911
tr +Alfred H Siegel, Siegel, Gottlieb, Mangel & Levine, 15233 Ventura Blvd., 9th Floor,
Sherman Oaks, CA 91403-2250
ust +United States Trustee (LA), 725 S Figueroa St., 26th Floor, Los Angeles, CA 90017-5524
cr +Alan L Kahn, 15233 Ventura Blvd 9th Fl, Sherman Oaks, CA 91403-2250
cr +Estate of Robert Schucker, c/o Bruce A Wilson, 2031 Fort Stockton Drive,
San Diego, Ca 92103-1511

The following entities were served by electronic transmission.

NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr

Cau-Min Li

TOTALS: 1, * 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 22, 2009

Signature:

