

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>HABERBUSH, LLP DAVID R. HABERBUSH, ESQ., SBN 107190 VANESSA M. HABERBUSH, ESQ., SBN 287044 LANE K. BOGARD, ESQ., SBN 306972 444 West Ocean Boulevard, Suite 1400 Long Beach, CA 90802 Telephone: (562) 435-3456 Facsimile: (562) 435-6335 E-mail: vhaberbush@lbinsolvency.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor and Debtor-in-Possession</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

<p>In re: EVELYN PASCUAL,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:24-bk-18868-VZ CHAPTER: 11</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: 04/28/2026</p>	<p>Time: 11:00 am</p>
<p>Location: Courtroom 1368, 255 E. Temple Street, Los Angeles, CA 90012</p>	

Type of Sale: Public Private **Last date to file objections:** 04/14/2026

Description of property to be sold:
Real property located at 351 Spur Trail, Walnut, CA 91789 (the "Property")

Terms and conditions of sale:
See Attachment "1"

Proposed sale price: \$ 1,150,000.00

Overbid procedure (if any): See Attachment "2"

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

April 28, 2026 at 11:00 a.m. (Pacific Time). Courtroom 1368, located at 255 E. Temple Street, Los Angeles, CA 90012

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

Vanessa Haberbush
444 West Ocean Boulevard, Suite 1400
Long Beach, CA 90802
Telephone: (562) 435-3456
Email: vhaberbush@lbinsolvency.com

Date: 04/07/2026

Attachment 1
Terms and Conditions of the Sale

The material points in the Agreement are:

1. Assets to be Sold. Debtor seeks authority to sell to the Buyer, the bankruptcy estate's interests and Gerardo Pascual's interests in Real Property in accordance with the provisions of the Agreement. The Real Property will be sold as is.
2. Consideration. The Buyer has offered to purchase all interests in the Real Property for \$1,150,000.00, as detailed in the Agreement. The sale is not subject to any contingencies except approval by this Court. The Buyer has paid an initial deposit of \$34,500.00 toward the purchase price. The Buyer shall receive full credit towards the purchase price for the deposit amount.
3. Sale is Free and Clear of All Liens, Claims, and Interests. Debtor seeks authority to sell the Real Property, with appropriate findings by the Court, free and clear of all liens (as defined in 11 U.S.C. § 101(37)), claims (as defined in 11 U.S.C. § 101(5)), and interests (collectively, "Liens"), pursuant to 11 U.S.C. § 363(f). Based on Debtor's evaluation of the secured claims asserted against the Real Property, Debtor has concluded that the Real Property is subject to various claims of Lien. The proceeds of the Sale will be used to pay the two undisputed liens of the Shellpoint Mortgage/NewRez (as successor to Town and Country Credit Corporation) and Irene Melendez. The other lien against the Real Property includes a notice of assessment by Magnolia at Snow Creek Homeowners Association.
4. Court Approval. The Sale is wholly contingent upon entry of a final, non-appealable order by this Court approving the Sale, authorizing the transactions contemplated by the Agreement, directing payment of the purchase price, and providing that the Real Property will be conveyed by Debtor to the Buyer free and clear of all liens, security interests, conditional sales contracts, options, leases, claims, restrictions, mortgages or encumbrances or interests of any kind.
5. Closing. The Closing of the Sale shall take place on or before thirty (30) days after the hearing on the Motion.
6. Overbid. The sale is subject to a higher and better bid pursuant to the sale and overbid procedures determined by the terms of Agreement, subject to Bankruptcy Court approval. The sale is subject to overbidding on the following terms: The initial overbid shall be \$1,200,000 and, thereafter, in \$10,000 increments. Overbidders must be qualified as financially able to complete a purchase at least 48 hours business hours prior to the hearing on this Motion (no later than April 24, 2026 at 11:00 a.m.) by providing proof of such the ability to close the sale to Debtor's counsel, Haberbush, LLP, Attn: Vanessa M. Haberbush, Esq., 444 West Ocean Boulevard, Suite 1400, Long Beach, CA 90802, Telephone: (562) 435-3456, E-mail: vhaberbush@lbinsolvency.com. Any qualified overbidder must execute an agreement for the purchase of the Property on the same terms as the Agreement except that the purchase price must be at least \$1,200,000 and must provide such Agreement to Debtor's counsel at least 48 hours prior to the hearing on this Motion. Any qualified overbidder must provide the deposit indicated in the Agreement to escrow no later than 48 hours prior to the hearing on the Motion. Any qualified overbidder, or its representative, must attend the hearing on the Motion. Debtor will inform Buyer of any approved overbidder within 48 hours of qualifying an overbidder, or at least 24 hours prior to the hearing on the Motion (no later than April 27, 2026 at 11:00 a.m.), whichever is sooner. Debtor seeks approval of these overbidding provisions as part of the Motion.

7. Buyer's Broker's Fees. Debtor shall pay the Buyer's broker's commission, in the amount of 2% to the buyer's broker, CC Royal Realty, and the parties shall pay their own attorneys' fees.

8. Sold "As-Is." The Property is sold "as-is," "where-is" without warranties, credits, or repairs to be made by Debtor or Gerardo Pascual.

Attachment 2
Overbidding Procedures

The initial overbid shall be \$1,200,000 and, thereafter, in \$10,000 increments. Overbidders must be qualified as financially able to complete a purchase at least 48 hours business hours prior to the hearing on this Motion (no later than April 24, 2026 at 11:00 a.m.) by providing proof of such the ability to close the sale to Debtor's counsel, Haberbush, LLP, Attn: Vanessa M. Haberbush, Esq., 444 West Ocean Boulevard, Suite 1400, Long Beach, CA 90802, Telephone: (562) 435-3456, E-mail: vhaberbush@lbinsolvency.com. Any qualified overbidder must execute an agreement for the purchase of the Property on the same terms as the Agreement except that the purchase price must be at least \$1,200,000 and must provide such Agreement to Debtor's counsel at least 48 hours prior to the hearing on this Motion. Any qualified overbidder must provide the deposit indicated in the Agreement to escrow no later than 48 hours prior to the hearing on the Motion. Any qualified overbidder, or its representative, must attend the hearing on the Motion. Debtor will inform Buyer of any approved overbidder within 48 hours of qualifying an overbidder, or at least 24 hours prior to the hearing on the Motion (no later than April 27, 2026 at 11:00 a.m.), whichever is sooner. Debtor seeks approval of these overbidding provisions as part of the Motion.

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:

444 West Ocean Boulevard, Suite 1400, Long Beach, CA 90802

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 **April 7, 2026**, 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:

- **Joseph Boufadel** jboufadel@salvatoboufadel.com, Gsalvato@salvatoboufadel.com;gsalvato@ecf.inforuptcy.com
- **Baruch C Cohen** bcc@BaruchCohenEsq.com, paralegal@baruchcohenesq.com
- **Todd S. Garan** ch11ecf@aldridgepите.com, TSG@ecf.inforuptcy.com;tgaran@aldridgepите.com
- **David R Haberbush** dhaberbush@lbinsolvency.com,
ahaberbush@lbinsolvency.com,abostic@lbinsolvency.com,vhaberbush@lbinsolvency.com,haberbush.assistant@gmail.com,jborin@lbinsolvency.com,lbogard@lbinsolvency.com
- **Vanessa M Haberbush** vhaberbush@lbinsolvency.com,
dhaberbush@lbinsolvency.com,ahaberbush@lbinsolvency.com,abostic@lbinsolvency.com,haberbush.assistant@gmail.com,jborin@lbinsolvency.com,lbogard@lbinsolvency.com
- **Ron Maroko** ron.maroko@usdoj.gov
- **Garry A Masterson** BnkEcf-CA@weltman.com, gmasterson@weltman.com
- **Linh Nguyen** docs@collectco.org
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On _____, 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 **April 7, 2026**, 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.

Vincent P. Zurzolo, JUDGE
United States Bankruptcy Court
255 E. Temple Street,
Suite 1360 / Courtroom 1368
Los Angeles, CA 90012

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.

April 7, 2026
Date

Alexander S. Bostic
Printed Name


Signature