

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Leonard M. Shulman – State Bar No. 126349 Lynda T. Bui - Bar No. 201002 Elyza P. Eshaghi – Bar No. 293395 SHULMAN HODGES & BASTIAN LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: lshulman@shbllp.com; lbui@shbllp.com; <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Todd A. Frealy, Chapter 7 Trustee	FOR COURT USE ONLY
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION	
In re: RAYMOND WALTER CARSTON, Debtor(s).	CASE NO.: 6:14-bk-18618-SC CHAPTER: 7 AMENDED* NOTICE OF SALE OF ESTATE PROPERTY

Last Day to Submit Bids: 6/24/2015 at 5:00 pm

Sale Date: Final Bidding Round: 7/1/2015 at 10:00 am Court Hearing: 7/1/2015 at 11:00 am	Time:
Location: See Attached.	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 06/17/2015

Description of property to be sold: Real Property: 31843 Outer Highway 10, Yucaipa, CA 92373-7570

Terms and conditions of sale: Free and clear of liens, if any, pursuant to Bankruptcy Code § 363(b)(1)
Purchase price of \$380,000, subject to overbids. See attached for Bid Procedures

Proposed sale price: \$ 380,000.00

* Amended to include date to file objections.

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): Potential overbidders must bid an initial amount of at least \$5,000 over the consideration offered by the Buyer (total of at least \$385,000.) Minium bid increments after that shall be \$1,000.

See attached for more information.

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

July 1, 2015 at 11:00 am

Video Hearing Courtroom 126

U.S. Bankruptcy Court

3420 Twelfth Street

Riverside, CA 92501

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

Elyza P. Eshaghi , Esq.

SHULMAN HODGES & BASTIAN LLP

100 Spectrum Center Drive, Suite 600

Irvine, CA 92618

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: eeshaghi@shblp.com

Date: 06/03/2015

In re Raymond Walter Carston
Case No. 6:14-bk-18618-SC

Attachment to Notice of Sale of Estate Property

I. INTRODUCTION

On **July 1, 2015 at 11:00 a.m.**, before the Honorable Scott C. Clarkson and in Video Hearing Courtroom 126 of the United States Bankruptcy Court, 3420 Twelfth Street, Riverside, California, a hearing will be held on the Motion for Order: (1) Approving the Sale of Real Property of the Estate Pursuant to Bankruptcy Code § 363(b)(1), Subject to Overbids, Combined With Notice of Bid Procedures and Request for Approval of the Bid Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief (“Sale Motion”) filed by Todd A. Frealy (“Trustee”), the Chapter 7 trustee for the bankruptcy estate (“Estate”) of Raymond Walter Carston (“Debtor”).

The Trustee received an offer from Farokh Moghadam (“Buyer”) to purchase the real property located at 31843 Outer Highway 10, Yucaipa¹, California 92373 (“Property”) for \$380,000.00. The Property is mixed-use property with a single family residence and the following: (1) a retail show room, (2) a covered work area, (3) an office, (4) a recreational vehicle, (5) two mobile homes, (6) a building front space, and (7) a billboard (collectively “Leased Areas”).

The Property has been on the market since October 2014. The Buyer’s offer is the result of negotiations between the Trustee and the Buyer for the highest and best offer. Additionally, the sale of the Property will be subject to the Bid Procedures set forth below. The Bid Procedures provide, among other things, that bids must be in writing and be received by the Trustee and the Trustee’s counsel, Shulman Hodges & Bastian LLP to the attention of Elyza Eshaghi at 100 Spectrum Center Drive, Suite 600, Irvine, CA 92618 on or before **5:00 p.m. (California time) on June 24, 2015**. If overbids are received, **the final bidding round shall be held on June 30, 2015 at 10:00 a.m. (California Time), or if rescheduled, upon telephonic**

¹ The Property has been referred to in the Debtor’s Schedules and other Court documents as being in the city of Redlands. However, the preliminary title report on the Property dated May 21, 2015 indicates that the Property is located in an unincorporated area of Yucaipa.

1 **notice to the Buyer and the parties having submitted overbids.** At the final bidding round,
2 the Trustee or his counsel will, in the exercise of his business judgment and subject to Court
3 approval, accept the bidder who has made the highest and best offer to purchase the Property,
4 consistent with the Bid Procedures.

5 Through the sale, the Trustee is expected to generate proceeds of **\$42,984.00** for the
6 benefit of the Estate and its creditors. In the event the purchase price is increased by a successful
7 overbid, the estimated net proceeds will increase.

8 **II. RELEVANT FACTS**

9 **A. Case Commencement**

10 The Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code
11 on July 2, 2014.

12 Todd A. Frealy is the duly appointed, qualified and acting Chapter 7 trustee for the
13 Debtor's Estate.

14 **B. Claims Against the Estate**

15 The deadline for filing claims and governmental proof of claims in this case was
16 December 29, 2014. As of May 21, 2015, the Court's claims register indicates that there have
17 been seventeen claims filed totaling \$366,236.13 consisting of \$133,396.25 in secured claims,
18 and \$232,839.88 in general unsecured claims.

19 **C. The Property**

20 A true and correct copy of a preliminary title report on the Property dated May 21, 2015
21 is attached as Exhibit "1" to the Declaration of Todd A. Frealy ("Frealy Declaration") annexed to
22 the Sale Motion. The preliminary title report indicates the legal description for the Property is as
23 follows:²

24 THAT PORTION OF BLOCK 155, SUBDIVISION #4 OF A
25 PART OF DUNLAP RANCH, IN THE CITY OF YUCAIPA,
26 COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
27 AS PER MAP RECORDED IN BOOK 21 OF MAPS, PAGE 1,
RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

28 ² The legal description for the Property is believed to be accurate but may be corrected or updated by the title company in the transfer documents as necessary to complete the proposed sale transaction.

BEGINNING AT A POINT OF THE SOUTHWESTERLY LINE OF OCEAN TO OCEAN HIGHWAY SOUTH 76° 25' EAST 153.5 FEET, FROM THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT, AND THE SOUTHWESTERLY LINE OF OCEAN TO OCEAN HIGHWAY; THENCE SOUTH 383.2 FEET; THENCE EAST 180.8 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE NORTH TO THE INTERSECTION OF THE SOUTH LINE OF SAID HIGHWAY AND THE EAST LINE OF SAID LOT; THENCE NORTHWESTERLY TO POINT OF BEGINNING.

SAID SOUTHWESTERLY LINE OF OCEAN TO OCEAN HIGHWAY BEING THE SOUTHWESTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 18, 1941 IN BOOK 1468, PAGE 462, OFFICIAL RECORDS OF SAID COUNTY.

APN: 0301-141-07-0-000

On Debtor's amended Schedule A and C, filed on December 5, 2014, the Debtor scheduled the value of the Property at \$313,000.00, subject to a lien of \$138,000.00 in favor of Wells Fargo Bank, National Association ("Wells Fargo") and a homestead exemption in the amount of \$175,000.00 pursuant to C.C.P. §704.730. True and correct copies of the Debtor's Schedule D and amended Schedule A and C are attached as Exhibit "2" to the Freely Declaration annexed to the Sale Motion.

The Debtor currently resides at the Property and leases the Leased Areas to various tenants as follows:

Leasee	Leased Area	Monthly Rent
New World Enterprise Inc.	Retail Showroom, Covered Work Area, Office, and RV	\$1,500.00
Mario Serna	Mobile Home	\$500.00
Irma Arrendondo and Jose Salazar	Mobile Home	\$400.00
Cowgirls Industries, LLC DBA Cow Bites Jerky	Building Fronting	\$535.00
Clear Channel Outdoor	Billboard	\$600.00

As detailed above, the Debtor receives a total amount of \$3,535.00 in monthly rents for the Leased Areas on the Property ("Monthly Rents").

D. The Stipulation Between the Debtor and the Trustee

On February 17, 2015, this Court entered an Order approving the Stipulation Related to Sale of Vacant Lots in Riverside and to Occupancy and Marketing of Real Property Located at 31843 Outer Highway 10, Redlands, California 92373 ("Stipulation"), entered into between the Trustee and the Debtor. The Stipulation provides that the Debtor must cooperate with the Trustee in the marketing and selling of the Property including, but not limited to, the collection of Monthly Rents, timely payment to Wells Fargo, and providing monthly accounting to the Trustee.

The terms of the Stipulation were modified to have the Trustee collect the Monthly Rents directly from the tenants and make payments related to the Property, as requested by the United States Trustee, and stated in the Second Stipulation Related to Sale of Vacant Lots in Riverside and to Occupancy and Marketing of Real Property Located at 31843 Outer Highway 10, Redlands, California 92373 ("Second Stipulation"). The Second Stipulation was filed with the Court on May 21, 2015 (docket number 46).

E. The Operate Motion and Cash Collateral Motion

On May 22, 2015, the Trustee filed a Motion for Order Authorizing Use of Cash Collateral (docket number 48) ("Cash Collateral Motion") seeking approval of the interim use of the Monthly Rents generated by the Property which may be subject to the lien in favor of Wells Fargo (the "Cash Collateral"). Concurrently, the Trustee filed a Motion for Order to Operate Property of the Estate for a Limited Period (docket number 51) ("Operate Motion") seeking approval to operate the Property for a period of one hundred and eighty (180) days, or until such time as the Trustee is able to close on a Court approved sale of the Property. During the operation period, the Monthly Rents will be used to pay the mortgage, insurance, taxes, and any ordinary and reasonable expenses of the Property pursuant to the terms of the Stipulation and the Second Stipulation. A hearing on the Cash Collateral Motion and the Operate Motion is currently scheduled for July 1, 2015 at 11:00 a.m.

F. Broker Employment, Marketing Efforts and Basis for Value of the Property

Pursuant to Court Order entered October 30, 2014 (docket number 25), the Trustee was authorized to employ Keller Williams Realty (“KWR”) and KW Commercial (“KWC”) as his real estate broker (“Broker”) to assist in the marketing for sale of the Property. The listing agreement with the Broker provides for a real estate commission to be paid of six percent (6%) of the sale price.

The Estate does not have the funds to obtain a formal written appraisal for the estimated value of the Property. The Broker has more than twenty years of experience in the sale of real property as well as property valuations and is familiar with valuing real property in today’s economic environment. The Broker inspected the Property and believed that the Property had a fair market value that supported a listing price of \$409,000.00. The listing price was determined on comparable sales of similar properties in the area. On or about May 7, 2015, After approximately seven months of actively listing the Property and receiving few offers, the Broker recommended lowering the listing price to \$380,000.00 and agreed to reduce his commission from six (6) percent to five and one-half (5.5) percent of the sale price.

The Trustee believes that the proposed sale, subject to overbids, will be at fair market value. Given that the sale is subject to overbids, it is anticipated that the Trustee will receive the best and highest value for the Property and therefore the proposed sale price is fair and reasonable.

G. Liens and Encumbrances Against the Property and Their Proposed Treatment Through the Sale

The following chart sets forth the liens, encumbrances and other interests against the Property as detailed in a preliminary title report attached as Exhibit “1” to the Frealy Declaration annexed to the Sale Motion, and also describes the proposed treatment of the liens, encumbrances and other interests through the sale:

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<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Treatment</u>
San Bernardino County Treasurer –Tax Collector	Real property taxes	Unknown ³	Pro-rata outstanding real property taxes will be paid through escrow on the sale transaction.
Wells Fargo	Beneficiary of a deed of trust recorded July 1, 2005, instrument number 2005- 0474986	\$138,000.00	This lien will be paid through escrow on the sale of the Property in the amount approved by the lienholder.

In summary, all costs of sale, including escrow fees and real estate commissions will be paid at closing. In addition, all outstanding pro-rata real property taxes and city liens, if any, and the amount owed to Wells Fargo will be paid through the sale.

H. The Purchase Offer and Summary of the Sale Terms

The Buyer offered to purchase the Property for \$380,000.00. The purchase price includes a deposit of \$38,000.00. Attached as Exhibit “3” to the Frealy Declaration annexed to the Sale Motion is a true and correct copy of the Commercial Property Purchase Agreement and Joint Escrow Instructions and Counteroffer (collectively the “Agreement”).

A summary of the Agreement’s terms and highlights are discussed below, but the summary and discussion are not meant to be a complete review of every provision of the Agreement. The Agreement itself is the legally binding document the Trustee seeks approval of and, in the event of any inconsistency between the terms, provisions or effect of the Agreement and the description of it in these pleadings, the Agreement alone shall govern and not these pleadings or the descriptions herein. In summary, the principal terms of the sale are as follows (the Trustee is referred to at times as the “Seller” in the following summary):

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³ 2015 taxes are estimated to be \$2,296.02 with 1st installment due 12/10/15 of \$1,148.01 and 2nd installment due 4/10/2016 of \$1,148.01.

Buyer:	Farokh Moghadam 2587 Viewridge Drive Chino Hills, CA 91709-5927
Purchase Price:	\$380,000, subject to the Bid Procedures set forth below. \$38,000 deposit. Balance of purchase price paid not more than fifteen calendar days after the entry of an order of the Bankruptcy Court authorizing the sale.
Escrow Holder:	The escrow holder shall be Wilshire Escrow, Los Angeles, CA
Escrow, Title and Other Costs:	All allowable assessment, taxes and other costs shall be allocated as follows: (a) all allowable assessments and real property taxes shall be prorated through the closing date of the sale to the applicable accounts of the Seller and the Buyer, such that the amounts applicable to the account of the Buyer shall not be deducted from the purchase price; (b) escrow fees shall be split equally between the Buyer and the Seller (50/50), such that the amounts allocable to the Buyer shall not be deducted from the purchase price; (c) the Seller shall pay real property transfer tax (County and State only) and the costs of a standard issue title insurance policy, such that these taxes and costs shall not be deducted from the purchase price; and (d) City transfer tax shall be split equally between Buyer and Seller (50/50), such that the amount allocable to the Buyer shall not be deducted from the purchase price. All other costs are at Buyer's sole expense and are not to be deducted from the purchase price.
Disclosure or Warranty	As the Seller is a federal bankruptcy trustee, notwithstanding that the Agreement contains disclosure or warranty provisions, there will be no warranties or disclosures made concerning the Property.
"As-Is" Sale	The Buyer acknowledges that the Seller is a trustee appointed to administer a bankruptcy estate. The Seller or Seller's agents have not, and will not, inspect the Property or determine its condition, fitness or use for any particular purpose, nor will any of them provide any written disclosure, guarantees or warranties of any kind. Seller and Seller's agents are exempt from complying with the requirements of Article 1.5 of the California Civil Code Sections 1102-1102.17 relating to disclosures upon transfer of real property. The sale shall be "as-is" and "where is" with no warranty or recourse whatsoever, and any transfer shall be by Trustee's Fiduciary Quitclaim Deed.
Bankruptcy Court Approval	The sale is expressly subject to Bankruptcy Court approval in the Debtor's bankruptcy case. As soon as reasonably practical following expiration of the Due Diligence Deadline without Buyer's submission of a Notice to Cancel, the Seller shall file a motion to approve the sale with the Bankruptcy Court pursuant to section 363 of the United States Bankruptcy Court. If the Buyer is overbid at the auction for the Property in the Bankruptcy Court, the Buyer agrees to release the Seller from any and all obligations under the Agreement other than the return of any deposits made by the Buyer.
Real Estate Agent Commission	The Buyer and the Seller are represented by the Broker. Subject to Court approval, from escrow, a broker's commission of five and one-half percent (5.5%) of the purchase price to be paid as follows: 2.75% to KWC and 2.75% to KWR.
Jurisdiction of the Bankruptcy Court	Any and all disputes in connection with the Agreement are subject to the exclusive jurisdiction and venue of the United States Bankruptcy Court hearing in the Bankruptcy Case in Riverside, California.
Sale Subject to Overbidding	The sale of the Property is subject to the Bid Procedures described below.

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I. Bid Procedures

The Trustee has determined that it would benefit the Estate to permit all interested parties to receive information and bid for the Property instead of selling the Property to the Buyer on an exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the creditors of this Estate, the Trustee is utilizing and also seeks Court approval of the following bid procedures (“Bid Procedures”):

1. Potential bidders must bid an initial amount of at least \$5,000.00 over the Purchase Price, or \$385,000.00. Minimum bid increments thereafter shall be \$1,000.00. The Trustee shall have sole discretion in determining which overbid is the best for the Estate and will seek approval from the Court of the same.

2. Bids must be in writing and be received by the Trustee and the Trustee’s counsel, Shulman Hodges & Bastian LLP to the attention of Elyza P. Eshaghi on or before **5:00 p.m. (California time) on June 24, 2015.**

3. Bids must be accompanied by certified funds in an amount equal to ten percent (10%) of the overbid purchase price.

4. The bidder must also provide evidence of having sufficient specifically committed funds to complete the transaction or a lending commitment for the bid amount and such other documentation relevant to the bidder’s ability to qualify as the purchaser of Property and ability to close the sale and immediately and unconditionally pay the winning bid purchase price at closing.

5. The bidder must seek to acquire the Property on terms and conditions not less favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the Property as set forth in the Agreement with the Buyer including no contingencies and closing on the sale in the same time parameters as the Buyer.

6. All competing bids must acknowledge that the Property is being sold on an “AS IS” basis without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property. The competing bid buyer must represent and warrant that he/she is purchasing the Property as a result of their own investigations and are not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller. The competing bidder must acknowledge that he/she has inspected the Property, and upon closing of Escrow governed by the Agreement, the Buyer forever waives, for himself/herself, their heirs, successors and assigns, all claims against the Debtor, his attorneys, agents and employees, the Debtor’s Estate, Todd A. Frealy as Trustee and individually, and his attorneys, the law firm for which he is associated, Levene, Neale, Bender, Yoo & Brill L.L.P., his agents and employees, arising or which might otherwise arise in the future concerning the Property.

7. If overbids are received, the final bidding round shall be held on **July 1, 2015 at 10:00 a.m. (California Time)**, or if rescheduled, upon telephonic notice to the Buyer and the parties having submitted overbids, at the **Trustee’s counsel’s office, Shulman Hodges & Bastian LLP, 100 Spectrum Center Drive, Suite 600, Irvine, California 92618**, in order to allow all potential bidders the opportunity to overbid and purchase the Property. At the final bidding round, the Trustee or her counsel will, in the exercise of their business judgment and subject to Court approval, accept the bidder who has made the highest and best offer to purchase the Property, consistent with the Bid Procedures (“Successful Bidder”).

1 8. At the hearing on the Sale Motion, the Trustee will seek entry of an order, *inter*
2 *alia*, authorizing and approving the sale of the Property to the Successful Bidder. The hearing on
3 the Sale Motion may be adjourned or rescheduled without notice other than by an announcement
of the adjourned date at the hearing on the Sale Motion.

4 9. In the event the Successful Bidder fails to close on the sale of the Property within
5 the time parameters approved by the Court, the Trustee shall retain the Successful Bidder's
Deposit and will be released from his obligation to sell the Property to the Successful Bidder and
the Trustee may then sell the Property to the First Back-Up Bidder approved by the Court.

6 10. In the event First Back-Up Bidder fails to close on the sale of the Property within
7 the time parameters approved by the Court, the Trustee shall retain the First Back-Up Bidder's
Deposit and will be released from his obligation to sell the Property to the First Back-Up Bidder
and the Trustee may then sell the Property to the Second Back-Up Bidder approved by the Court.

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9 **J. Notice Regarding the Bid Procedures**

10 The Trustee is proposing the sale of the Property to be subject to the Bid Procedures
11 discussed above. The Bid Procedures will be provided to all creditors and any potential bidders
12 or parties who have shown an interest in the Property. A Notice of Sale of Estate Property will
13 be filed with the Court for posting on the Court's website under the link "Current Notices of
14 Sales," thereby giving notice to additional potential interested parties.

15 The Broker will update the Multiple Listing Service to reflect the Bid Procedures above.
16 The Trustee will also post the sale and Bid Procedures on the website for the National
17 Association of Bankruptcy Trustees.

18 Based on the foregoing, the Trustee believes that under the circumstances of this case, the
19 Property will have been appropriately marketed for bidding.

20 **K. Costs of Sale**

21 Pursuant to Court Order entered October 30, 2014 (docket number 25), the Broker is
22 entitled to a commission in the amount not to exceed percent of the purchase price. The Buyer
23 and the Trustee are both represented by the Broker. Pursuant to an agreement between the
24 Trustee and the Broker, the commission will be reduced to 5.5% and split equally between KWC
25 and KWR.

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L. Tax Consequences

The Trustee is evaluating issues regarding capital gains tax consequences and at this time, has not determined what the capital gains taxes liability will be, if any, generated by the sale. The Estate may be entitled to the capital gains exclusion because the Debtor may have resided in the Property two of the last five years. If the Estate is not entitled to such exclusion, it is anticipated that, based on real property records, there will be no capital gains taxes.

M. The Vacating of the Property by the Debtor

Pursuant to the terms of the Stipulation and the Second Stipulation, if the Debtor fails or refuses to vacate the Property by the initial date of the hearing on the Sale Motion, the Trustee shall be entitled to pursue all remedies to enforce the Trustee's right of possession of the Property.

###

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: **100 Spectrum Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **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 (*date*) **June 3, 2015**, 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:

- **Attorney for Trustee:** Lynda T Bui lbui@shbllp.com
- **Attorney for Trustee:** Elyza P Eshaghi eeshaghi@shbllp.com, twooten@shbllp.com; avernnon@shbllp.com
- **Chapter 7 Trustee:** Todd A. Frealy (TR) taitrustee@lnbyb.com, tfrealy@ecf.epiqsystems.com
- **Attorney for Trustee:** Leonard M Shulman lshulman@shbllp.com
- **Attorney for Debtor:** M Wayne Tucker tucker@waynetuckerlaw.com, opftdecfmail@gmail.com
- **Interested Party:** United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **June 3, 2015**, 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.

Buyer

Farokh Moghadam
2587 Viewridge Drive
Chino Hills, CA 91709-5927

☒ 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 (*date*) **June 3, 2015**, 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.

Judge's Copy (via Messenger)

U.S. Bankruptcy Court
Attn: Honorable Scott C. Clarkson
411 West Fourth Street, bin besides 5th floor elevators
Santa Ana, CA 92701

Broker (via Email)

R. Darrow Fiedler
KW Commercial
Email: darrow@kw.com

☐ 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.

June 3, 2015

Date

Erlanna Lohayza

Printed Name

/s/ Erlanna Lohayza

Signature

U.S. MAIL SERVICE LIST

DEBTOR

RAYMOND WALTER CARSTON
31843 OUTER HIGHWAY 10
REDLANDS, CA 92373-7570

NEF - ATTORNEY FOR DEBTOR

M WAYNE TUCKER
ORROCK POPKA FORTINO
TUCKER & DOLEN
1533 SPRUCE STREET SUITE 100
RIVERSIDE, CA 92507-2427

NEF - CHAPTER 7 TRUSTEE

TODD A. FREALLY (TR)
3403 TENTH STREET, SUITE 709
RIVERSIDE, CA 92501-3641

**NEF - UNITED STATES
TRUSTEE**

UNITED STATES TRUSTEE (RS)
3801 UNIVERSITY AVENUE,
SUITE 720
RIVERSIDE, CA 92501-3255

COURT NOTICE MATRIX

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

SCHEDULE F

AAA FINANCIAL SERVICES
POB 982235
EL PASO, TX 79998-2235

COURT NOTICE MATRIX

ADVANTA
PO BOX 31032
TAMPA, FL 33631-3032

COURT NOTICE MATRIX

AL'S GARDEN ART
PO BOX 70
COLTON, CA 92324-0070

PROOF OF CLAIM FILED

ADVANTA BANK CORPORATION
RESURGENT CAPITAL SERVICES
PO BOX 10368
GREENVILLE, SC 29603-0368

COURT NOTICE MATRIX

ALTA LOMA MOBILE
ENTERPRISES, INC.
31843 OUTER HWY 10
REDLANDS, CA 92373-7570

COURT NOTICE MATRIX

AMERICAN EXPRESS
PO BOX 981535
EL PASO, TX 79998-1535

PROOF OF CLAIM FILED

AMERICAN EXPRESS BANK FSB
BECKET AND LEE LLP
ATTORNEYS/AGENT FOR
CREDITOR
POB 3001
MALVERN, PA 19355-0701

COURT NOTICE MATRIX

AMERICAN INFOSOURCE LP AS
AGENT FOR
FIRST DATA GLOBAL LEASING
PO BOX 248838
OKLAHOMA CITY, OK 73124-
8838

COURT NOTICE MATRIX

AMERICAN INFOSOURCE LP AS
AGENT FOR
TD BANK, USA
PO BOX 248866
OKLAHOMA CITY, OK 73124-8866

COURT NOTICE MATRIX

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

COURT NOTICE MATRIX

BANK OF AMERICA
ATTN: BANKRUPTCY DEPT.
PO BOX 9000
GETZVILLE, NY 14068-9000

COURT NOTICE MATRIX

BANK OF AMERICA
ATTN: BANKRUPTCY DEPT.
5701 HORATIO ST
UTICA, NY 13502-1024

COURT NOTICE MATRIX

CNA INSURANCE
PO BOX 790094
SAINT LOUIS, MO 63179-0094

COURT NOTICE MATRIX

CAMP DE BENNEVILLE
41750 JENKS LAKE LAKE ROAD
WEST
ANGELUS OAKS, CA 92305

COURT NOTICE MATRIX

CAPITAL ONE
PO BOX 30285
SALT LAKE CITY, UT 84130-0285

PROOF OF CLAIM FILED

CAPITAL ONCE BANK (USA) BY
AMERICAN INFOSOURCELP AS
AGENT
PO BOX 71083
CHARLOTTE, NC 28272-1083

SCHEDULE D

CAPITAL ONE AUTO FINANCE
PO BOX 260848
PLANO, TX 75026

COURT NOTICE MATRIX

CHASE BANK
PO BOX 15298
WILMINGTON, DE 19850-5298

COURT NOTICE MATRIX

CHASE COLLECTION SUPPORT
PO BOX 659732
SAN ANTONIO, TX 78265-9732

COURT NOTICE MATRIX

CITIBANK
PO BOX 6235
SIOUX FALLS, SD 57117-6235

COURT NOTICE MATRIX

CITIBANK
PO BOX 6500
SIOUX FALLS, SD 57117-6500

COURT NOTICE MATRIX

DISCOVER BANK
DB SERVICING CORPORATION
PO BOX 3025
NEW ALBANY, OH 43054-3025

COURT NOTICE MATRIX

DISCOVER CARD
PO BOX 30421
SALT LAKE CITY, UT 84130-0421

COURT NOTICE MATRIX

EMPLOYMENT DEVELOPMENT
DRPT.
BANKRUPTCY GROUP MIC 92E
PO BOX 826880
SACRAMENTO, CA 94280-0001

COURT NOTICE MATRIX

FIRST NATIONAL BANK OF
OMAHA
PO BOX 2818
OMAHA, NE 68103-2818

PROOF OF CLAIM FILED

FIRST NATIONAL BANK OF OMAHA
1620 DODGE ST
STOP CODE 3105
OMAHA, NE 68197

COURT NOTICE MATRIX

FIRST SOURCE ADVANTAGE
205 BRYANT WOODS SOUTH
AMHERST, NY 14228-3609

COURT NOTICE MATRIX

FIRST SOURCE ADVNTAGE
PO BOX 628
BUFFALO, NY 14240-0628

COURT NOTICE MATRIX

HOME DEPOT
PO BOX 790328
SAINT LOUIS, MO 63179-0328

COURT NOTICE MATRIX

HOME DEPOT
PO BOX 790345
SAINT LOUIS, MO 63179-0345

SCHEDULE D

HONDA FINANCIAL SERVICES
PO BOX 60001
CITY OF INDUSTRY, CA 91716-
0001

COURT NOTICE MATRIX

JA CAMBEE
200 CUMMINGS CENTERS, SUITE
173D
BEVERLY, MA 01915-6190

COURT NOTICE MATRIX

JOE PEZZUTO, LLC
4013 E. BROADWAY, STE. A2
PHOENIX, AZ 85040-8818

COURT NOTICE MATRIX

LINDA MARIA CARSTON
31843 OUTER HIGHWAY 10
REDLANDS, CA 92373-7570

COURT NOTICE MATRIX

OFFICE DEPOT
PO BOX 790489
SAINT LOUIS, MO 63179-0449

COURT NOTICE MATRIX

PNC BANK MORTGAGE
3232 NEWARK DR.
MIAMISBURG, OH 45342-5433

COURT NOTICE MATRIX

REVCHEM COMPOSITES
2720 S. WILLOW ST.
BLOOMINGTON, CA 92316-3259

COURT NOTICE MATRIX

SAMS CLUB
PO BOX 965003
ORLANDO, FL 32896-5003

COURT NOTICE MATRIX

SEARS PREMIER CARD
PO BOX 6283
SIOUX FALLS, SD 57117-6283

PROOF OF CLAIM FILED

SILENT VALLEY CLUB INC
46305 POPPET FLANTS RD.
BANNING, CA 92220-9636

COURT NOTICE MATRIX

TRANSTECH MERCHANT GROUP
100 THROCKMORTON ST., SUITE
1800
FORT WORTH, TX 76102-2802

COURT NOTICE MATRIX

US BANK
PO BOX 5229
CINCINNATI OH 45201-5229

COURT NOTICE MATRIX

WELLS FARGO
PO BOX 10347
DES MOINES, IA 50306-0347

COURT NOTICE MATRIX

WELLS FARGO
PO BOX 348750
SACRAMENTO, CA 95834-8750

COURT NOTICE MATRIX

WELLS FARGO
PO BOX 39000
SAN FRANCISCO, CA 94139-0001

COURT NOTICE MATRIX

WELLS FARGO BANK, N.A.
BUSINESS DIRECT DIVISION
P.O. BOX 29482
PHOENIX, AZ 85038-9482

COURT NOTICE MATRIX

WELLS FARGO CARD SERVICES
1 HOME CAMPUS
3RD FLOOR
DES MOINES, IA 50358-0001

PROOF OF CLAIM FILED

WELLS FARGO BANK NATIONAL
ASSOCIATION
PO BOX 29482
MAC-4101-08C
PHOENIX, AZ 85038-8650

COURT NOTICE MATRIX

WELTMAN, WEINBERG & REIS
PO BOX 93596
CLEVELAND, OH 44101-5596

NOTICE PURPOSES

INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY
OPERATIONS
PO BOX 7346
PHILADELPHIA, PA 19101-7346

NOTICE PURPOSES

CALIFORNIA FRANCHISE TAX
BOARD
BANKRUPTCY SECTION, MS: A-340
PO BOX 2952
SACRAMENTO, CA 95812-2952

PROOF OF CLAIM FILED

CACH LLC
4340 S MONACO STREET 2ND
FLOOR
DENVER, CO 80237

RETURNED MAIL

RETURNED 10/27/2014, SEE
NEW ADDRESS PER U.S.
POSTAL SERVICE
COURT NOTICE MATRIX
BANK OF AMERICA
ATTN: BANKRUPTCY DEPT.
PO BOX 9000
GETZVILLE, NY 14068-9000

RETURNED 10/20/2014,
UNDELIVERABLE
COURT NOTICE MATRIX
AL'S GARDEN ART
PO BOX 70
COLTON, CA 92324-0070

SUBSTITUTION OF ATTORNEY
3/27/2015
NEF - ATTORNEY FOR THE
DEBTOR
BRYANT C MACDONALD
300 E STATE ST STE 450
REDLANDS, CA 92373-5235

UNDELIVERABLE
COURT NOTICE MATRIX
KW COMMERCIAL/KELLER
WILLIASM REALTY, INC.

DUPLICATE
COURT NOTICE MATRIX
FRANCISE TAX BOARD
BANKRUPTCY SECTION MS: A-340
PO BOX 2952
SCARAMENTO, CA 95812-2952