

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>WEILAND GOLDEN GOODRICH LLP Jeffrey I. Golden, SBN 133040; jgolden@wglp.com Beth E. Gaschen, SBN 245894 bgaschen@wglp.com Ryan W. Beall, SBN 313774; rbeall@wglp.com 650 Town Center Drive, Suite 600 Costa Mesa, California 92626 Telephone 714-966-1000 Facsimile 714-966-1002</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 7 Trustee Weneta M.A. Kosmala</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

<p>In re: TAYLOR TECH INC., dba TRUSTED TIRE; TRUSTED TIRE & SERVICE,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 8:18-bk-14221-ES CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: 12/20/2018</p>	<p>Time: 10:30 am</p>
<p>Location: United States Bankruptcy Court, Courtroom 5A, 411 West Fourth Street, Santa Ana, California 92701</p>	

Type of Sale: Public Private **Last date to file objections:** 12/06/2018

Description of property to be sold: All of the Estate's right, title and interest in certain of the Estate's assets, including inventory, equipment, furniture and vehicles in addition to assumption and assignment of three commercial leases. See motion on file with the Clerk of Court.

Terms and conditions of sale: Subject to overbid. Deposit equal to break-up fee (\$10,000), plus management fee (\$20,000) plus other amount (exact amount to be filed with Court on 12/17/2018) required. Sale is "as is," "where is," with no warranties or guaranties of any kind. Offer must be non-contingent and "all cash" to the estate (i.e. buyer has immediately available third-party funding). Sale is subject to Bankruptcy Court approval. Other terms and conditions apply; see attached notice of hearing.

Proposed sale price: \$ 130,000.00

Overbid procedure (if any): Overbid increments: \$5,000.00. See attached notice of hearing regarding initial overbid amount and deposit.

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

Sale Date: December 20, 10:30 a.m.

Location

United States Bankruptcy Court

Central District of California, Santa Ana Division

411 W. Fourth Street, Courtroom 5A

Santa Ana, CA 92701

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

Weiland Golden Goodrich LLP

Attn: Jeffrey I Golden/Beth E. Gaschen, Esq.

650 Town Center Drive, Suite 600,

Costa Mesa, California 92626

(714) 966-1000

jgolden@wgllpcom/bgaschen@wgllp.com

Date: 11/29/2018

1 Jeffrey I. Golden, State Bar No. 133040
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2 Beth E. Gaschen, State Bar No. 245894
bgaschen@wglp.com
3 Ryan W. Beall, State Bar No. 313774
rbeall@wglp.com
4 **WEILAND GOLDEN GOODRICH LLP**
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7 Proposed Attorneys for Chapter 7 Trustee
Weneta M.A. Kosmala

8
9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 **SANTA ANA DIVISION**

12 In re
13 TAYLOR TECH INC. dba TRUSTED TIRE;
TRUSTED TIRE & SERVICE,
14 Debtor.

Case No. 8:18-bk-14221-ES

Chapter 7

**NOTICE OF HEARING ON CHAPTER 7
TRUSTEE'S MOTION FOR ORDER:**

- 15 1) APPROVING ASSET PURCHASE
16 AGREEMENT AND AUTHORIZING THE
SALE OF PROPERTY OF THE ESTATE
17 FREE AND CLEAR OF LIENS,
CLAIMS, AND INTERESTS PURSUANT
TO 11 U.S.C. §§ 363(b) AND (f);
- 18 2) APPROVING OVERBID
PROCEDURES;
- 19 3) APPROVING BUYER, SUCCESSFUL
20 BIDDER, AND BACK-UP BIDDER AS
GOOD-FAITH PURCHASERS
PURSUANT TO 11 U.S.C § 363(m);
- 21 4) APPROVING BREAK-UP FEE; AND
- 22 5) AUTHORIZING THE ASSUMPTION
AND ASSIGNMENT OF LEASES
PURSUANT TO 11 U.S.C. § 365

23 **DATE:** December 20, 2018
24 **TIME:** 10:30 a.m.
25 **PLACE:** Courtroom 5A
411 Fourth Street
Santa Ana, CA 92701

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

1 **TO ALL INTERESTED PARTIES:**

2 Weneta M.A. Kosmala, the chapter 7 trustee (“Trustee”)¹ for the bankruptcy estate
3 (“Estate”) of Taylor Tech Inc. (“Debtor”), has filed the *Motion for Order (1) Approving Asset*
4 *Purchase Agreement and Authorizing the Sale of Property of the Estate Free and Clear of*
5 *Liens, Claims, and Interests Pursuant to 11 U.S.C. §§ 363(b) and (f); (2) Approving*
6 *Overbid Procedures; (3) Approving Buyer, Successful Bidder, and Back-Up Bidder as*
7 *Good-Faith Purchasers Pursuant to 11 U.S.C. § 363(m); (4) Approving Break-Up Fee; and*
8 *(5) Authorizing the Assumption and Assignment of Leases Pursuant to 11 U.S.C. § 365*
9 (“Motion”). A hearing on the Motion will take place at the United States Bankruptcy Court
10 located at 411 West Fourth Street, Santa Ana, California, courtroom 5A, on
11 **December 20, 2018 at 10:30 a.m.**

12 By the Motion, the Trustee requests approval of a purchase and sale agreement
13 (“Agreement”) entered into between the Trustee and BAW LLC (“Buyer”), a copy of which
14 is attached to the Motion as Exhibit “1.” The Agreement provides for the Buyer to
15 purchase certain of the Estate’s assets, as-is, where-is, with no representations or
16 warranties of any kind, free and clear of liens claims and interests, and the assumption of
17 three of the six leases for the commercial locations in Orange, Diamond Bar and Aliso
18 Viejo, California for \$130,000 cash to the Estate and the waiver of both the operational
19 expenses that have been paid by the Buyer post-petition and the management fee of
20 \$5,000/week that would otherwise need to be repaid to Buyer, subject to overbid.

21 Following a review of the Debtor’s assets and after consultation with her proposed
22 professionals, the Trustee has determined that maximizing the value of the Estate is best
23 accomplished through an orderly sale pursuant to 11 U.S.C. § 363. The Trustee believes
24 that a sale of the assets and an assumption and assignment of the leases pursuant to the
25 procedures set forth in the Motion present the best opportunity to obtain the highest and
26 best value for these assets. There is little to no value to these assets apart from the
27 Agreement based upon the amount of liens secured by the property as well as a lack of a
28 market for the same. While the Trustee and her professionals will continue to actively
market the assets pending the hearing on the Motion, the Buyer’s offer to acquire the
assets is the best offer the Trustee has received to date. The sale and assignment will
bring immediate cash into the Estate and is subject to overbid, ensuring that Estate
obtains the highest and best possible price. The Agreement is in the best interests of the
Estate and is a valid exercise of the Trustee’s business judgment. The Trustee
respectfully requests that the Court grant the Motion.

21 **BACKGROUND**

22 On November 16, 2018 (“Petition Date”), the Debtor filed a voluntary petition for
23 relief under chapter 7 of the United States Bankruptcy Code. Weneta M.A. Kosmala was
appointed chapter 7 trustee that same day.

24 The Debtor is a specialized full service auto repair, which services include oil
25 change, brakes, engines, tune-ups, batteries, suspensions, and tires (the “Business”). As
26 of the Petition Date, the Business operated out of the following six (6) leased commercial
27 locations (the “Premises”):

28 ¹ All capitalized terms have the same meaning or definition as the capitalized terms in the Motion.

1	143 S. Main Street, Orange, California 92686 ("Orange Location")
2	10971 Dale Avenue, Stanton, California 90680 ("Stanton Location")
3	14428 Telegraph Road, Whittier, California 90604 ("Whittier Location")
4	121 S. Diamond Bar Blvd., Diamond Bar California 91765 ("Diamond Bar Location")
5	4942 Lincoln Ave. #A, Cypress, California 90630 ("Cypress Location")
6	27802 Aliso Creek Rd., Suite D150, Aliso Viejo, California 92656 ("Aliso Viejo Location")

The Trustee is in the process of finalizing services for customers and closing the Stanton, Whittier, and Cypress Locations. Pursuant to the Order Granting Chapter 7 Trustee's Emergency Motion for Order Authorizing the Trustee to: (1) Operate the Debtor's Business Pursuant to 11 U.S.C. § 721; (2) Use Property of the Estate Pursuant to 11 U.S.C. § 363(b)(1) and (c)(1); and (3) Pay Pre-Petition Wages, the keys to the Stanton and Whittier Locations will be turned over to the landlord, Fairmount Tire & Rubber, Inc., by no later than November 30, 2018, at which time each respective lease shall be deemed rejected pursuant to 11 U.S.C. § 365. The Trustee is preparing and will be filing a motion to reject the leases as well as for the Cypress Location. Pursuant to the Agreement, and subject to the Court granting this Motion, the Trustee is seeking to assume and assign to Buyer the Orange, Diamond Bar, and Aliso Viejo Locations ("Assigned Store Leases"). However, upon written request from the Buyer, the Trustee reserves the right to reject one or more of the Assigned Store Leases.

Upon her appointment, the Trustee immediately took possession and control of the Business with the assistance of Independent Management Services, Buyer, and Christopher Taylor, the Debtor's President. Buyer, who is also assisting the Trustee in the management of the Business pursuant to a management agreement that is subject to the Court's approval by separate motion, has been depositing funds with the Trustee to cover operational expenses until the time of the sale of the Business and to purchase new inventory that will not be the subject of any encumbrances, thereby allowing the Business to continue without the complexities associated with the use of cash collateral.

As of the Petition Date, there was very few funds in the Estate and minimal inventory at the Premises. The Debtor's Schedule B lists certain personal property assets (excluding cash) with a total value of \$147,000.

The Debtor's schedules list the following liens (the "Liens") against the property of the Estate:

Secured Party	Amount of Lien
American Tire Distributors Inc.	\$118,000.00
Barrett Business Services	\$81,839.68
Broadway Advance, LLC	\$579,088.00
Fairmount Tire & Rubber, Inc.	\$2,129,771.00
Itria Ventures LLC	\$79,235.00
Kings Cash Group	\$104,773.00
Marlin Business Bank	\$34,598.00
National Funding	\$48,809.00
Saturn Funding	\$40,573.00
Snap On Credit LLC	\$51,245.63
Snap On Truck – Jesse Gomez	\$785.08
Snap On Truck – Richard Klein	\$5,914.59
Warren Distributing Inc.	\$48,880.67
Yellowstone Capital West LLC	\$434,956.00

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A search of public records through Westlaw revealed the following liens and UCC-1 financing statements were recorded against the property of the Estate:

Filing Date/ Number	Secured Party	State	Status/Comments
June 17, 2014 / 147416077724	American Tire Distributors, Inc.	CA	Financing Statement secured by all assets of the Debtor
August 3, 2015 / 157478338703	Snap On Credit LLC	CA	Financing Statement secured by automotive tools and equipment more specifically listed on credit sales contract or equipment lease
September 4, 2015 / 157483691317	Snap On Credit LLC	CA	Financing Statement secured by automotive tools and equipment more specifically listed on credit sales contract or equipment lease
December 15, 2016 / 16-1590132	Los Angeles Treasurer Tax Collector	CA	Tax lien in the amount of \$563.00
February 17, 2017 / 2017000071576	Orange County Treasurer Tax Collector	CA	Tax lien in the amount of \$918.00
November 14, 2017 / 2017000491490	Orange County Treasurer Tax Collector	CA	Tax lien in the amount of \$694.00
November 14, 2017 / 2017000491491	Orange County Treasurer Tax Collector	CA	Tax lien in the amount of \$390.00
November 14, 2017 / 2017000491586	Orange County Treasurer Tax Collector	CA	Tax lien in the amount of \$906.00
November 14, 2017 / 2017000493078	Orange County Treasurer Tax Collector	CA	Tax lien in the amount of \$622.00
December 7, 2017 / 17-1417020	Los Angeles Treasurer Tax Collector	CA	Tax lien in the amount of \$499.00
December 7, 2017 / 17-1417034	Los Angeles Treasurer Tax Collector	CA	Tax lien in the amount of \$512.00
December 7, 2017 / 17-1417048	Los Angeles Treasurer Tax Collector	CA	Tax lien in the amount of \$210.00
February 21, 2018 / 187634302387	Kings Cash Group I	CA	Financing Statement secured by all assets of the Debtor
May 11, 2018 / 187648493878	Yellowstone Capital West LLC	CA	Financing Statement secured by all assets of the Debtor
May 21, 2018 / 2018000183901	Barret Business Services, Inc.	CA	Civil judgment recorded in the County of Orange, California in the amount of \$81,762.00
June 13, 2018 / 187654035241	CT Corporation System	CA	Financing Statement secured by all assets of the Debtor
July 11, 2018 / 187658562442	Corporation Service Company	CA	Financing Statement secured by all assets of the Debtor

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Filing Date/ Number	Secured Party	State	Status/Comments
August 1, 2018 / 187661991402	Broadway Advance, LLC	CA	Financing Statement secured by all assets of the Debtor
August 14, 2018 / 187664022329	CT Corporation System	CA	Financing Statement secured by all assets of the Debtor
September 17, 2018 / 18-7670724082 ²	Warren Distributing, Inc.	CA	Judgment Lien recorded with the California Secretary of State
September 26, 2018 / 187673003904 ³	Fairmount Tire & Rubber, Inc.	CA	Financing Statement
September 26, 2018 / 187673004773	Fairmount Tire & Rubber, Inc.	CA	Financing Statement
September 26, 2018 / 187673005926	Fairmount Tire & Rubber, Inc.	CA	Financing Statement
October 9, 2018 / 2018000366162 ⁴	California Department of Tax and Fee Administration	CA	Tax lien recorded in the County of Orange, California in the amount of \$51,258.00
October 15, 2018 / 18-7676072014	California Department of Tax and Fee Administration	CA	Tax lien recorded with Secretary of State
October 23, 2018 / 187679110303	Fairmount Tire & Rubber Inc.	CA	Financing Statement
October 23, 2018 / 187679110424	Fairmount Tire & Rubber Inc.	CA	Financing Statement
October 23, 2018 / 187679110545	Fairmount Tire & Rubber Inc.	CA	Financing Statement

PROPOSED SALE

The Trustee and Buyer have entered into the Agreement, which fully describes the terms of the sale and assignment. The salient terms of the Agreement are as follows⁵:

A. The Agreement is subject to Bankruptcy Court approval.

² This judgment lien was recorded during the 90-day period prior to the Petition Date.

³ The UCC-1 financing statements recorded by Fairmount Tire & Rubber, Inc. were recorded during the 90-day period prior to the Petition Date.

⁴ The tax liens recorded by the California Department of Tax and Fee Administration were recorded during the 90-day period prior to the Petition Date.

⁵ Any capitalized terms not expressly defined herein will have the meaning ascribed to them in the Agreement.

(Continued...)

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- 1 B. The Trustee is selling the Sale Assets⁶ to Buyer strictly on an “as-is” and
2 “with all faults” basis. A list of the inventory, equipment, furniture, and
3 vehicles that will be included within the Sale Assets is attached hereto as
4 Exhibit “2.” A schedule of the Assigned Store Leases is attached to the
5 Agreement as Exhibit “A.”
6 C. The Purchase Price for the Sale Assets is \$130,000, or any higher price
7 agreed to by Buyer in writing or orally before the Bankruptcy Court, including
8 as a result of the overbid process.⁷
9 D. The motion to approve the Agreement will include a request that to the
10 extent legally permissible, the Sale Assets will be transferred free and clear
11 of any existing liens and interests but in all events without any existing liens
12 or interests attaching to the proceeds of the Sale.
13 E. Buyer will deposit \$130,000 with the Trustee as a deposit towards the
14 payment of the Purchase Price.⁸ If Buyer’s Offer is increased as a result of
15 the competitive bidding process, then within 2 Business Days following the
16 increase of the Purchase Price, the Buyer will deposit with the Trustee the
17 amount of such increase.
18 F. If Buyer is not the Successful Bidder (defined below) or the Court does not
19 approve the Agreement, the sums deposited by Buyer will be returned to
20 Buyer. If there are no overbids or if Buyer is the Successful Bidder and the
21 Sale fails to close because of a refusal by Buyer to consummate the
22 Closing, then \$130,000 will be forfeited to the Trustee as liquidated
23 damages and any additional sums above this amount deposited by Buyer
24 with the Trustee will be returned to the Buyer.
25 G. The Sale is subject to overbid.
26 H. The motion to approve the Agreement shall include a request that if the
27 Buyer is not the Successful Bidder, the Buyer be awarded as fair and
28 reasonable consideration for any costs incurred by Buyer in connection with
the negotiation, documentation and performance by Buyer of the
Agreement, a Break-Up Fee in the amount of \$10,000, payable solely from
the net proceeds received by the Trustee from the Sale of the Sale Assets to
another person.
I. The motion to approve the Agreement will include a request that the
Bankruptcy Court declare the Buyer a good faith purchaser within the
meaning of 11 U.S.C. § 363(m).
J. The Trustee will seek as part of the motion to approve the Agreement, the
assumption and assignment of the three (3) Assigned Store Leases.
K. The Sale will close two business days after the order approving this Motion
becomes a Final Order, as defined in the Agreement.

⁶ “Sale Assets” means all rights, titles and interests of the Debtor and/or the Estate (and of the Trustee solely as the duly appointed Chapter 7 trustee of the Debtor and the Estate), if any, in and to the (a) Assigned Store Leases; (b) Assigned Accounts Receivable; (c) Assigned Equipment; (d) Assigned Equipment Leases; (e) Assigned Inventory; and (f) the Debtor’s trade names, telephone numbers and website internet domain addresses.

⁷ In addition, and as set forth in the Management Agreement between the Buyer and the Trustee, if the Buyer’s offer is determined to be the best offer, then Buyer will waive the \$20,000 management fee and all operating advances made by Buyer through the date of the sale.

⁸ The Trustee is in receipt of the initial \$130,000 deposit.

PROPOSED OVERBID PROCEDURE

The Trustee proposes and requests approval of the following overbid procedures to maximize the value of the Estate’s interest in the Sale Assets:

1. Only a qualified bidder ("Qualified Bidder") may bid on the Sale Assets. The person specifically identified in the Motion as the "Buyer" will be deemed a Qualified Bidder. In order to be considered a Qualified Bidder, a prospective purchaser must:

(a) deliver to the Trustee, in care of the Trustee’s legal counsel at the address set forth at the end of this paragraph, by not later than 5:00 p.m. on December 18, 2018, ("Overbid Deadline"):

(i) a non-contingent written offer to obtain the Sale Assets on an all cash basis (with the bidder's performance subject only to entry of a Bankruptcy Court order approving the Sale), with terms no less favorable to the Estate than those set forth in the Motion;

(ii) evidence satisfactory to the Trustee of the Qualified Bidder’s financial ability to close the Sale; and

(iii) a cashier's check made payable to Weneta M.A. Kosmala, Chapter 7 Trustee in an amount equal to the break-up fee (\$10,000) plus the management fee (\$20,000) plus the operating advances (exact amount to be filed with Court on December 17, 2018).

The Trustee’s legal counsel for such purposes is identified as follows:

WEILAND GOLDEN GOODRICH LLP,
Attn: Jeffrey I. Golden/Beth E. Gaschen, Esq.,
650 Town Center Drive, Suite 600,
Costa Mesa, California 92626
(714) 966-1000
jgolden@wglp.com/bgachen@wglp.com

2. If no timely conforming initial overbid is received, the Trustee shall not conduct an auction, and following the Overbid Deadline, the Buyer will be named the Successful Bidder and the Trustee shall request at the sale hearing that the Bankruptcy Court approve the Trustee’s entry into the Agreement and consummation of the transactions contemplated thereby.

3. If one or more timely confirming initial overbids is received, then the Trustee will conduct an auction of the Sale Assets at the hearing on the Motion on December 20, 2018. Only the Buyer and any party who is deemed a Qualified Bidders shall be entitled to bid.

4. The initial overbid amount ("Initial Overbid") will be the following: (i) \$130,000; plus (ii) \$20,000 representing the management fee owed pursuant to the Management Agreement; plus (iii) \$10,000 representing the Break-Up Fee; plus (iv) all operating expenses advanced since the Petition Date; plus (v) \$5,000. Projections for the cash advances are attached hereto as Exhibit "5." By December 17, 2018, the Trustee will file a notice that will provide the exact amount of the advances having been expended and set forth the total amount of the Initial Overbid.

5. Any incremental bid at the auction must be at least \$5,000.00 higher than the prior bid.

6. Upon the conclusion of the auction, the Trustee will decide which bid is the best bid and such bid shall be deemed to be the "Successful Bid." The bidder who made the Successful Bid (the "Successful Bidder") must pay all amounts reflected in the Successful Bid. Subject to the terms of the Agreement, if the Sale of the Sale Assets to the Successful Bidder fails to occur by reason of the

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1 Successful Bidder's failure to perform, then the Successful Bidder's Bidding
Deposit will be automatically forfeited to the Trustee as liquidated damages.
2 7. Upon conclusion of the auction, the Trustee may also decide which
bid is the second best bid ("Back-up Bid"). If the Successful Bidder fails to close the
3 sale of the Sale Assets, then the Trustee may sell the Sale Assets to the Qualified
Bidder who submitted the Back-Up Bid ("Back-Up Bidder") without further court
4 order, in which event the Back-Up Bidder must pay, as the purchase price for the
Sale Assets, the amount of the Back-Up Bid. Subject to the terms of the
5 Agreement, if the sale of the Sale Assets to the Back-Up Bidder fails to occur as a
result of failure of performance, breach or default by the Back-Up Bidder, then the
6 Back-Up Bidder's bidding Deposit will be automatically forfeited to the Trustee as
liquidated damages.

7 8. Upon the conclusion of the auction, any Bidding Deposits, other than
the Bidding Deposits submitted by the Successful Bidder and any Back-Up Bidder,
8 will be promptly returned. The Bidding Deposit submitted by the Back-Up Bidder
will be returned promptly following the close of the sale of the Sale Assets to the
9 Successful Bidder.

10 A complete copy of the Motion is on file with the Bankruptcy Court.

11 **Your Rights May be Affected.** You should read these papers carefully and
discuss them with your attorney, if you have one. If you do not have an attorney, you may
12 wish to consult one.

13 **Deadline for Opposition Papers.** The Motion is being heard on regular notice
pursuant to LBR 9013-1. If you wish to oppose the Motion, you must file a written
14 response with the Court and serve a copy of it upon the Movant or Movant's attorney at
the address set forth above no less than **14 days** prior to the above hearing date. If you
15 fail to file a written response to the Motion within such time period, the Court may treat
such failure as a waiver of your right to oppose the Motion and may grant the requested
16 relief.

17 **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure.** The
undersigned hereby verifies that the above hearing date and time were available for this
18 type of Motion according to the judge's self-calendaring procedures.

19 Dated: November 29, 2018

WEILAND GOLDEN GOODRICH LLP

20
21 By: /s/ Jeffrey I. Golden

JEFFREY I. GOLDEN

BETH E. GASCHEN

RYAN W. BEALL

Proposed Attorneys for Weneta M.A.

Kosmala, Chapter 7 Trustee

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:

650 Town Center Drive, Suite 600, Costa Mesa, California 92626

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF HEARING ON CHAPTER 7 TRUSTEE'S MOTION FOR ORDER: 1)APPROVING ASSET PURCHASE AGREEMENT AND AUTHORIZING THE SALE OF PROPERTY OF THE ESTATE FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS PURSUANT TO 11 U.S.C. §§ 363(B) AND (F);2)APPROVING OVERBID PROCEDURES; 3)APPROVING BUYER, SUCCESSFUL BIDDER, AND BACK-UP BIDDER AS GOOD-FAITH PURCHASERS PURSUANT TO 11 U.S.C § 363(M); 4)APPROVING BREAK-UP FEE; AND5)AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF LEASES PURSUANT TO 11 U.S.C. § 365**

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:

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*) **November 29, 2018**, 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:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **November 29, 2018**, 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 (*date*) **November 29, 2018**, 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.

The Honorable Erithe Smith, 411 W. 4th Street, 5th Floor, Santa Ana, CA 92701

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.



November 29, 2018

Kelly Adele

Date

Printed Name

Signature

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

Taylor Tech Inc.
27802 Aliso Creek Road, Ste D150
Aliso Viejo, CA 92656-3844

143 S. Main Street, LLC
Attn: Jerry Saunders
PO Box 512037
Los Angeles, CA 90051-0037

AT&T
4331 Communication Drive, Floor 4W
Dallas, TX 75211-1300

American Tire Distributors Inc.
Attn: President
13335 Orden Drive
Santa Fe Springs, CA 90670-6334

Aquatech
PO Box 5266
Fullerton, CA 92838-0266

Arnor Alarms
PO Box 4456
Whittier, CA 90607-4456

AutoZone
PO Box 116067
Atlanta, GA 30368-6067

Automotive Equipment Installers
5490 Rosewood Street
Montclair, CA 91763-2935

Bank of America
PO Box 982238
El Paso, TX 79998-2238

Bank of America Merchant Services
1600 Terrell Mill Rd. SE, Suite 400
Marietta, GA 30067-8307

Barrett Business Services
8900 NE Parkway Drive, Suite 200
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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:

650 Town Center Drive, Suite 600, Costa Mesa, California 92626

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 indicated 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*) **November 29, 2018**, 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:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **November 29, 2018**, 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 (*date*) **November 29, 2018**, 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.

The Honorable Erithe Smith, 411 W. 4th Street, 5th Floor, Santa Ana, CA 92701

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.



November 29, 2018

Kelly Adele

Date

Printed Name

Signature

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