



**Overbid procedure (if any):**

Any person or entity interested in purchasing Property must serve the Trustee, his counsel, and Trustee's agents, no later than close of business on January 14, 2026. Any overbid must provide for a minimum purchase price of at least \$1,810,000. Any overbid must be accompanied by a deposit of \$60,000 in certified funds. See sale motion for full details.

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

January 15, 2026 at 9:00 a.m.  
United States Bankruptcy Court, Central District of California  
Santa Ana Division  
411 W. Fourth Street, Santa Ana, CA 92701  
Courtroom 5C

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

Clarence Yoshikane & Jennifer Toyama  
clarence.yoshikane@gmail.com // j\_toyama@verizon.net  
(714) 606-5765

Yosina Lissebeck - yosina.lissebeck@dinsmore.com

Dinsmore & Shohl LLP - (619)400-0500

Date: 01/09/2026

Yosina M. Lissebeck (SBN 201654)  
Jacob R. Bothamley (SBN 319457)  
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Attorneys for Richard A. Marshack,  
Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

In re:

Kristina Lynn Smith,  
Debtor.

Chapter 7

Case No.: 8:24-bk-12527-SC

NOTICE OF TRUSTEE'S MOTION FOR: (1)  
ORDER AUTHORIZING SALE OF REAL  
PROPERTY LOCATED AT 27591 KATHY  
COURT, LAGUNA NIGUEL CALIFORNIA  
92677: (A) OUTSIDE THE ORDINARY  
COURSE OF BUSINESS; (B) FREE AND  
CLEAR OF LIENS UNDER 363(F); (C)  
SUBJECT TO OVERBIDS; AND (D) FOR  
DETERMINATION OF GOOD FAITH  
PURCHASER UNDER § 363(M)

Date: January 15, 2026  
Time: 9:00 a.m.  
Location: 411 West Fourth Street  
Santa Ana, CA 92701  
Courtroom: 5C

TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY  
JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED  
PARTIES:

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1 PLEASE TAKE NOTICE that on January 15, 2026 at 9:00 a.m., in Courtroom 5C of the  
2 above-entitled court, before the Honorable Scott C. Clarkson, located at 411 West Fourth Street, Santa  
3 Ana, California 92701, a hearing will be held on the motion for order authorizing the sale of real  
4 property ("Motion") located at and commonly known as 27591 Kathy Court, Laguna Niguel, CA  
5 92677 (the "Property" or "Kathy Court Property"), filed by Richard A. Marshack, solely in his  
6 capacity as duly appointed Chapter 7 Trustee ("Trustee") of the bankruptcy estate of Kristina Lynn  
7 Smith ("Debtor").

8 Under 11 U.S.C. § 363(b), a Chapter 7 Trustee may sell property of the estate if the proposed  
9 sale is in the best interest of creditors. By this motion, Trustee is seeking an order approving the sale  
10 of 27591 Kathy Court, Laguna Niguel, CA 92677, APN 636-632-34 (previously defined as "the  
11 Property") to Philip Muljana and Shu Rong Chang (collectively "Buyer"), for the amount of  
12 \$1,800,000 subject to qualifying overbid. The Debtor initially scheduled the Property with a value of  
13 \$1,924,800. However, due to a combination of changing market forces and the Property requiring  
14 significant repairs and overdue maintenance, the Property was marketed at asking price of  
15 \$1,799,000. The Property is encumbered by several liens. However, as set forth fully in the Motion,  
16 all lienholders have either expressly consented to the sale of the Property free and clear of their  
17 respective liens or the validity of the lien is disputed. The proposed sale will result in a significant  
18 benefit to the Estate; Trustee anticipates that the sale of the Property will result in multiple secured  
19 lien holders either being paid in full or receiving a substantial distribution on behalf of their claim (as  
20 described in more detail in the Motion). The Court should approve Trustee's proposed sale free and  
21 clear of monetary liens, claims and encumbrances, subject to overbid, and find that Buyer is a good  
22 faith purchaser. The terms of the sale to the Buyer are set forth in the residential purchase agreement  
23 ("RPA") which is attached to the Declaration of Richard A. Marshack ("Marshack Declaration"), to  
24 the Motion as **Exhibit 1**.

25 **Information Required Pursuant To Local Bankruptcy Rule 6004-1(c)(3):**

26 a. Date, Time, and Place of Hearing: January 15, 2026, at 9:00 a.m., United States  
27 Bankruptcy Court, 411 W. Fourth Street, Santa Ana, CA 92701, Courtroom 5C;

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1 b. Buyer for Property: Philip Muljana and Shu Rong Chang, or a Successful Bidder to be  
2 determined at auction.

3 c. Description of the Property To Be Sold: The Property is commonly known as 27591 Kathy  
4 Court, Laguna Niguel, CA, 92677. The Property is a single-family home legally described  
5 as follows:

6 Parcel 1:  
7 LOT 94 OF TRACT NO. 15962, IN THE CITY OF LAGUNA NIGUEL, COUNTY  
8 OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK  
9 804, PAGES 5 THROUGH 9, INCLUSIVE OF MISCELLANEOUS MAPS, AS  
AMENDED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED  
JANUARY 29, 2001 AS INSTRUMENT NO. 01-48700 OF OFFICIAL RECORDS,  
ALL IN RECORDS OF ORANGE COUNTY, CALIFORNIA.

10 Parcel 2:  
11 NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS,  
12 MAINTENANCE, REPAIR, DRAINAGE AND ENCROACHMENT, SUPPORT,  
13 AND FOR OTHER PURPOSES ALL AS DESCRIBED IN THE DECLARATION  
14 OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF  
15 EASEMENTS FOR SAN JOAQUIN HILLS, RECORDED JUNE 26, 1997 AS  
16 INSTRUMENT NO. 1997-296011, AS AMENDED BY INSTRUMENT  
RECORDED JULY 21, 1997 AS INSTRUMENT NO. 1997-342349, AND THE  
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SAN JOAQUIN  
HILLS, (KNOLLS/PHASE 17) RECORDED APRIL 30, 2002 AS INSTRUMENT  
NO. 2002-362793, ALL OF OFFICIAL RECORDS OF ORANGE COUNTY,  
CALIFORNIA.

17 APN: 636-632-34

18 d. The Terms of Conditions of the Sale of the Property:

- 19 i. Sale Price: \$1,800,000, subject to overbid;  
20 ii. Deposit: \$60,000, as an earnest money deposit;  
21 iii. Express Conditions to the Sale Include: (1) entry of a Bankruptcy Court Order  
22 approving the sale under 11 U.S.C. § 363(b); (2) property sold in “AS-IS” “WHERE  
23 IS” condition; All conditions are stated in the RPA.  
24 iv. Sale To Be Free and Clear of All Liens, Claims, and Interests: The Trustee is  
25 requesting a finding by this Court that the Property is sold free and clear of all interests  
26 including liens, as set forth in the Motion.

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- 1 A. The first priority lienholder, as identified in paragraph 17 of the PTR and all  
2 applicable costs of sale and taxes shall be paid in full from proceeds of the sale  
3 through escrow;
- 4 B. The *lis pendens* identified in paragraph 18 of the PTR is released, but only to  
5 the extent that it encumbers the Property;
- 6 C. The Property may be sold free and clear of the judgment lien held by  
7 Stegmeier, Gelbart, Schwartz and Benavente, LLP as identified in paragraph  
8 19 of the PTR as consented to in the Sale Stipulation (*See* Dkt. 129), and the  
9 lien will attach to Gomez’s share of the homestead proceeds as set forth in the  
10 Sale Stipulation and the Motion;
- 11 D. The judgment liens held by American Express National Bank as identified in  
12 paragraphs 20 and 21 of the PTR have been satisfied in full and the liens  
13 released, and thus the property is sold free and clear. *See Acknowledgement*  
14 *and Satisfaction of Judgment* attached to the Declaration of Richard A.  
15 Marshack as **Exhibit 5**;
- 16 E. The Property may be sold free and clear of the judgment lien held by The  
17 Neshanian Law Firm, Inc. as identified in paragraph 22 of the PTR and as  
18 addressed in the Motion. The lien will attach to Gomez’s share of the  
19 homestead proceeds as set forth in the Motion;
- 20 F. The Property may be sold free and clear of the Family Law Attorney Real  
21 Property Lien (“FLARPL”) held by Stegmeier, Gelbart, Schwartz and  
22 Benavente, LLP as identified in paragraph 23 of the PTR as consented to in the  
23 Sale Stipulation, and the lien will attach to the Estate’s/Debtor’s share of the  
24 homestead proceeds as set forth in the Sale Stipulation and the Motion;
- 25 G. The Property may be sold free and clear of the judgment lien held by R&S Law  
26 Group, APC as identified in paragraph 24 of the PTR as consented to in the  
27 Sale Stipulation, and the lien will attach to Gomez’s share of the homestead  
28

proceeds as set forth in the Sale Stipulation and the Motion; and to the extent it is under secured, R&S Law Group, APC has consented to the sale;

H. The Property may be sold free and clear of the judgment lien held by White Zuckerman Warsavsky Luna and Hunt, LLP, identified in paragraph 25 of the PTR, as consented to in the Sale Stipulation, and the lien will attach to the Estate's/Debtor's share of the homestead proceeds as set forth in the Sale Stipulation and the Motion; and to the extent it is under secured, White Zuckerman has consented to the sale;

I. The Franchise Tax Board for the State of California's lien as identified in paragraph 26, was filed October 14, 2025 without relief from the automatic stay, as such the lien is disputed as a violation of the automatic stay.

v. Other Relief Sought In the Motion

A. The Trustee is authorized to retain 2% of the amount from the 6% Broker's commission, or approximately \$36,000, to pay all unsecured claims in his sole discretion, pursuant to the distribution scheme set forth in the Bankruptcy Code. The Trustee has not reviewed all claims, and may still object to those as needed or required.

B. Trustee is authorized to pay directly from Escrow the agent/brokerage commissions previously authorized by the Court, all customary costs of sale out of escrow, and reasonable reimbursements to his agents for actual expenses incurred, as set forth in the Agent Order.

C. Pursuant to the Stipulation re: Cooperation With Trustee During Marketing And Sale Of Real Property Located At 27591 Kathy Court, Laguna Niguel, California ("Cooperation Stipulation") and this Motion, Trustee is authorized to reimburse Gomez directly from escrow in the amount of \$26,622.33 for the costs of repairs and maintenance on the Property. *See* Dkts. 126 & 127.

D. The Broker shall be reimbursed in the amount of \$1,572.93 for the costs of renting storage units from October 13, 2025 through December 1, 2025.

1 E. Pursuant to the Sale Stipulation and this Motion, Trustee is authorized to pay  
2 Debtor's counsel the amount of \$7,000 directly from escrow.

3 F. Escrow is authorized to turnover any remaining balance of the sale proceeds to  
4 the Trustee, and the Trustee is authorized to hold sufficient funds to pay all  
5 identified administrative expenses from the sale proceeds, pending Court  
6 approval authorizing distribution of same.

7 G. The Trustee is authorized to receive and hold all remaining "homestead"  
8 proceeds from Escrow consistent with the Sale Stipulation, this Motion and  
9 pending further order of the Court.

10 H. The Buyer (or any Successful Bidder otherwise) is a good faith purchaser  
11 entitled to protection under 11 U.S.C. § 363(m).

12 I. Should Buyer not timely complete the purchase of the Property pursuant to the  
13 terms of the RPA, Buyer's deposit shall be forfeited and the Back-Up Bidder,  
14 if any, may be substituted for the Successful Bidder without further order of  
15 the Court, and Trustee is authorized to proceed to sell the Property to such  
16 Back-Up Bidder.

17 J. The 14-day stay regarding the effectiveness of the order is waived; and the  
18 Order is immediately enforceable and the sale shall close even if there is an  
19 appeal or other challenge to the order excepting only instances where a stay of  
20 the order is issued prior to any such closing by separate order of the Court or  
21 any higher Federal Court.

22 vi. Overbid Procedures: The Proposed sale is subject to overbids, the overbidding  
23 procedures are described in the Overbid Section below.

24 vii. Commissions: Trustee's broker and agent, Clarence Yoshikane's commission is set  
25 forth in the Application by Chapter 7 Trustee to Employ Clarence Yoshikane of  
26 Berkshire Hathaway HomeServices California Properties as Real Estate Agent to sell  
27 the Rental Properties ("Agent Application"). *See* Dkt. 67. The Agent Application was  
28 approved by the Court on May 5, 2025. *See* Dkt. 79. Under the Agent Order, the



overall realtor commission is 6% of the sale price, which is subject to a voluntary carve-out of 2% of the total commission to the Estate. Based on the sale price of \$1,800,000, the carve-out for the Estate is estimated at \$36,000.

viii. Estimated Taxes For This Sale: Trustee does not have a precise amount of taxes that will be incurred, but has purposefully overestimated the taxes, fees, and costs, associated with the sale in the Motion.

ix. Opposition Due Date: December 31, 2025.

### **Overbid Procedure**

To maximize the benefit to the Estate, Trustee is setting this sale subject to overbid pursuant to the procedures stated below. Accordingly, Trustee requests that the Court authorize him to implement an overbid procedure regarding the sale of the Property on the terms stated below. Trustee will continue to market the Property through the date of the proposed sale.

Any potential overbidder is encouraged to obtain a copy of the Motion and contact Trustee's counsel and/or Trustee's broker prior to the hearing. The Property will be sold subject to overbid at an open auction ("Auction") to be conducted by Trustee in open court at the time that this Motion is heard. Trustee has established the following overbid procedures, which shall govern any bidding:

1. Any person or entity interested in purchasing the Property must serve Trustee and his counsel with an initial bid in conformance with these provisions ("Overbid"), such that any qualifying overbid is actually received no later than the close of business on January 14, 2026 ("Bid Deadline"), which is the day before the hearing on this Motion.

2. Any entity that submits a timely, conforming Overbid shall be deemed a "Qualified Bidder" and may bid for the Property at the hearing. Any entity that fails to submit a timely, conforming bid shall be disqualified from bidding for the Property. The Trustee may also, in his discretion, consider back-up offers lower than the initial price of \$1,800,000 and permit a Qualified Bidder at a back-up offer price.

3. Trustee, subject to the rights of a bidder or party in interest to raise an issue with the Court, shall have sole discretion to determine whether a party is a Qualified Bidder.

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1           4.       Any Overbid must remain open until the conclusion of the auction (“Auction”) of the  
2 Property to be held at the hearing on this Motion.

3           5.       Any Overbid must provide for a minimum purchase price of at least \$1,810,000 (i.e.  
4 \$10,000 more than the accepted offer from Buyer). Overbidder must match all terms and conditions  
5 of original bid, including an earnest money deposit of \$60,000.

6           6.       Any Overbid must be for the Property “as is,” “where is,” and “with all faults” and  
7 shall not contain any financing, due diligence, or any other contingency including any termination  
8 fee, or any similar fee or expense reimbursement, and must agree to the same terms as set forth in the  
9 RPA.

10          7.       If Trustee receives a timely, conforming Overbid for the Property, the Court will  
11 permit Trustee to conduct an auction of such property at the hearing, in which all Qualified Bidders  
12 may participate. The Auction shall be governed by the following procedures: (a) All Qualified Bidders  
13 shall be deemed to have consented to the core jurisdiction of the Bankruptcy Court and to have waived  
14 any right to jury trial in connection with any disputes relating to the Auction or the sale of the  
15 Property; (b) The minimum bidding increment during the Auction shall be \$1,000; (c) Bidding shall  
16 commence at the best bid presently received and accepted by Trustee; (d) the Trustee will determine  
17 in his business judgment, after consideration of all relevant factors including but not limited to the  
18 bid price, the “Best Bid” for the Property; and (e) the Court will resolve any disputes over whether  
19 Trustee has properly exercised his business judgment in determining the “Best Bid” and the prevailing  
20 party (“Successful Bidder”).

21          8.       As set forth in Addendum No. One to the RPA, if a successful overbidder is accepted  
22 and confirmed by the Court, then the successful overbidder is to reimburse the original bidder up to  
23 \$2,000 costs incurred. Only physical inspection termite inspection, and loan appraisal are  
24 reimbursable expenses. These costs incurred are to be collected by Escrow. Proof of monies spent are  
25 to be given to Overbidder.

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1           9.       The Successful Bidder must pay, at the closing, all amounts reflected in the Best Bid  
2 in cash and such other consideration as agreed upon, *including that* pursuant to Addendum No. One  
3 to the RPA, a Successful Bidder other than the initial Buyer shall reimburse the Buyer up to \$2,000  
4 in reimbursable actual costs incurred noted above.

5           10.      Any bidder other than the Successful Bidder may be deemed, upon their consent, as  
6 the Back-Up Bidder who may be substituted for the Successful Bidder without further court order in  
7 the event that the Successful Bidder fails to close escrow, at a set price.

8           Trustee believes that the requested overbid procedures, including the minimum initial overbid  
9 of \$10,000 and the minimum bidding increments of \$1,000 is reasonable, and the bidding procedures  
10 including the minimum overbid and the bidding increments both encourage the Buyer to participate  
11 as the first bidder, and the procedures will not chill bidding. *See McCarthy v. Goldman (In re*  
12 *McCarthy)*, 2008 Bankr. LEXIS 4688 at \*56 (B.A.P. 9th Cir. 2008).

13           **Trustee Is Authorized To Execute All Necessary Documents To Proceed With Sale**

14           As set forth in the Motion, the Property, being a community property asset, is property of the  
15 Estate pursuant to 11 U.S.C. Section 541(a)(2). As such, Trustee is authorized to execute all necessary  
16 documents to facilitate the sale of the Property.

17           **Additional Information and Objections to the Motion**

18           The complete scope and terms of the relief are detailed in the Motion, a copy of which can be  
19 obtained by contacting Yosina Lissebeck and/or Jacob Bothamley, whose contact information is listed  
20 in the top left-hand corner of the first page of this Notice.

21           If you do not oppose the Motion described above, you need take no further action. However,  
22 if you object to the Motion, pursuant to Rule 9013-1(f)(1) of the Local Bankruptcy Rules (“LBR”),  
23 any opposition must be filed with the court no later than fourteen (14) days prior to the date of the  
24 hearing on the Motion. You must file your opposition with the Clerk of the United States Bankruptcy  
25 Court. You must also serve a copy of your objection upon Yosina Lissebeck and Jacob Bothamley no  
26 later than **14 days** prior to the date of the hearing on the Motion at the mailing address indicated in  
27 the upper left corner of the first page of this motion, and upon the Office of the United States Trustee

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1 at 411 West Fourth Street, Suite 7160, Santa Ana, California 92701. Failure to timely file and serve  
2 an opposition may result in a waiver of any such opposition and the court may enter an order granting  
3 the motion without further notice.

4  
5  
6 Dated: December 23, 2025

Respectfully submitted,

DINSMORE & SHOHL LLP

7  
8 By: /s/ Yosina M. Lissebeck  
Yosina M. Lissebeck  
9 Jacob Bothamley  
10 Attorneys for Richard A. Marshack,  
Chapter 7 Trustee  
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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: 655 W. Broadway, Suite 800, San Diego, California 92101

A TRUE AND CORRECT COPY OF THE FOLLOWING DOCUMENTS:

NOTICE OF TRUSTEE'S MOTION FOR: (1) ORDER AUTHORIZING SALE OF REAL PROPERTY LOCATED AT 27591 KATHY COURT, LAGUNA NIGUEL CALIFORNIA 92677: (A) OUTSIDE THE ORDINARY COURSE OF BUSINESS; (B) FREE AND CLEAR OF LIENS UNDER 363(F); (C) SUBJECT TO OVERBIDS; AND (D) FOR DETERMINATION OF GOOD FAITH PURCHASER UNDER § 363(M);

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 December 23, 2025, 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 December 23, 2025, 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.

**JUDGE'S COPY**

The Honorable Scott C. Clarkson  
United States Bankruptcy Court  
Central District of California  
Ronald Reagan Federal Building and Courthouse  
411 West Fourth Street, Suite 5130 / Courtroom 5C  
Santa Ana, CA 92701-4593

☒ 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 December 23, 2025, 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.

☐ 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.

December 23, 2025  
Date

Bonnie Connolly  
Printed Name

/s/ Bonnie Connolly  
Signature

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

David Coats on behalf of Creditor Wells Fargo Bank, N.A.  
[dacoats@raslg.com](mailto:dacoats@raslg.com)

Benjamin Heston on behalf of Creditor Jeffrey Adams Gomez  
[bhestonecf@gmail.com](mailto:bhestonecf@gmail.com), [benheston@recap.email](mailto:benheston@recap.email), [NexusBankruptcy@jubileebk.net](mailto:NexusBankruptcy@jubileebk.net)

Richard G. Heston on behalf of Creditor Richard G Heston  
[rheston@hestonlaw.com](mailto:rheston@hestonlaw.com),  
[yflores@hestonlaw.com](mailto:yflores@hestonlaw.com), [docs@hestonlaw.com](mailto:docs@hestonlaw.com), [HestonRR41032@notify.bestcase.com](mailto:HestonRR41032@notify.bestcase.com), [hestonlaw@recap.email](mailto:hestonlaw@recap.email)

Yosina M Lissebeck on behalf of Trustee Richard A Marshack (TR)  
[Yosina.Lissebeck@Dinsmore.com](mailto:Yosina.Lissebeck@Dinsmore.com),  
[caron.burke@dinsmore.com](mailto:caron.burke@dinsmore.com); [ayrton.celentino@dinsmore.com](mailto:ayrton.celentino@dinsmore.com)

Richard A Marshack (TR)  
[pkraus@marshackhays.com](mailto:pkraus@marshackhays.com), [ecf.alert+Marshack@titlexi.com](mailto:ecf.alert+Marshack@titlexi.com)

Jacob Newsum-Bothamley on behalf of Trustee Richard A Marshack (TR)  
[jacob.bothamley@dinsmore.com](mailto:jacob.bothamley@dinsmore.com), [bonnie.connolly@dinsmore.com](mailto:bonnie.connolly@dinsmore.com)

Matthew J Stockl on behalf of Trustee Richard A Marshack (TR)  
[mstockl@otterbourg.com](mailto:mstockl@otterbourg.com), [katrice.ortiz@dinsmore.com](mailto:katrice.ortiz@dinsmore.com)

United States Trustee (SA)  
[ustregion16.sa.ecf@usdoj.gov](mailto:ustregion16.sa.ecf@usdoj.gov)

Julie J Villalobos on behalf of Debtor Kristina Lynn Smith  
[julie@oaktreelaw.com](mailto:julie@oaktreelaw.com),  
[oakecfmail@gmail.com](mailto:oakecfmail@gmail.com); [villalobosjr51108@notify.bestcase.com](mailto:villalobosjr51108@notify.bestcase.com); [gus@oaktreelaw.com](mailto:gus@oaktreelaw.com)

Jennifer C Wong on behalf of Interested Party Courtesy NEF  
[bknotice@mccarthyholthus.com](mailto:bknotice@mccarthyholthus.com), [jwong@ecf.courtdrive.com](mailto:jwong@ecf.courtdrive.com)

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

State of California Franchise Tax Board  
Attn: Officer, A Managing Or General Agent,  
Or To Any Other Agent Authorized By Appointment  
Or Law To Receive Service Of Process  
PO Box 2952  
Sacramento CA 95812-2952

R&S LAW GROUP, APC  
400 W First St  
Tustin, CA 92780

R&S LAW GROUP, APC  
c/o: Tina M. Talbot, ESQ.  
230 Newport Center Drive, Suite 210  
Newport Beach, CA 92660-7525

Stegmeier, Gelbart, Schwartz and Benavente, LLP  
Attn: Saul M. Gelbart, Esq.  
19762 MacArthur Blvd, Suite 200  
Irvine, CA 92612-2497

The Neshanian Law Firm  
Attn: Eric Neshanian, Esq.  
5 Corporate Park, Suite 250  
Irvine, CA 92606-5169

A Center For Children and Family Law  
Attn: Tracy Willis, Esq.  
1111 W Chapman Ave  
Orange, CA 92868-2828

Union Bank N.A.  
Attn: Officer, A Managing Or General Agent,  
Or To Any Other Agent Authorized By Appointment  
Or Law To Receive Service Of Process  
8248 Mercury Court, Suite B  
San Diego, CA 92111

Union Bank N.A.  
Residential Loan Department  
Attn: Officer, A Managing Or General Agent,  
Or To Any Other Agent Authorized By Appointment  
Or Law To Receive Service Of Process  
P.O. Box 85643  
San Diego, CA 92186-5643

Quality Loan Service Corporation  
Attn: Officer, A Managing Or General Agent,  
Or To Any Other Agent Authorized By Appointment  
Or Law To Receive Service Of Process  
2763 Camino Del Rio South  
San Diego, CA 92108

White Zuckerman Warsavsky Luna and Hunt, LLP  
Attn: Drew Hunt  
4 Park Plaza, Suite 200  
Irvine, CA 92614-8533

White Zuckerman Warsavsky Luna and Hunt, LLP  
c/o: Law Office of Howard Goodman  
18321 Ventura Blvd, Suite 755  
Tarzana, CA 91356-4250

Seabreeze Property Management  
Attn: Officer, A Managing Or General Agent,  
Or To Any Other Agent Authorized By Appointment  
Or Law To Receive Service Of Process  
PO Box 92799  
Aliso Viejo, CA 92656

San Joaquin Hills Community Association  
Attn: Officer, A Managing Or General Agent,  
Or To Any Other Agent Authorized By Appointment  
Or Law To Receive Service Of Process  
27380 Aliso Niguel Road  
Laguna Niguel, CA 92677

American Express National Bank N.A.  
c/o: Lourdes R. Slinsky, Esq.  
Modlin Slinsky, P.A.  
1551 Sawgrass Corporate Parkway,  
Suite 110, Sunrise, FL 33323

Jeffrey Adams Gomez  
P.O. Box 1718  
Upland, CA 91785

Kristina Lynn Smith  
27591 Kathy Ct  
Laguna Niguel, CA 92677-6025

Label Matrix for local noticing  
0973-8  
Case 8:24-bk-12527-SC  
Central District of California  
Santa Ana  
Mon Dec 8 08:50:06 PST 2025

Dinsmore & Shohl LLP  
550 S. Hope St Suite 1765  
Los Angeles, CA 90071-2669

Hahn Fife & Company LLP  
1055 E. Colorado Blvd 5  
Pasadena, CA 91106-2371

Wells Fargo Bank, N.A.  
Robertson, Anschutz, Schneid, Crane & Pa  
13010 Morris Road., Suite 450  
Alpharetta, GA 30004-2001

Santa Ana Division  
411 West Fourth Street, Suite 2030,  
Santa Ana, CA 92701-4500

A Center For Children and Family Law  
1111 W Chapman Ave  
Orange, CA 92868  
Orange, CA 92868-2828

A center for Children  
1111 W Chapman Ave  
Orange, CA 92868-2828

(p)ADT LLC  
PAYROLL OPERATIONS  
1501 YAMATO RD  
BOCA RATON FL 33431-4438

AT&T  
208 S Akard Rd  
Dallas, TX 75202-4206

AT&T Services, Inc.  
by AIS InfoSource LP as agent  
Karen Cavagnaro, Esq.  
1 AT&T Way, Room 3A104  
Bedminster, NJ 07921-2693

Allergy and Asthma Assc  
28202 Cabot Rd Ste 105  
Laguna Niguel, CA 92677-1247

Bank of America  
Attn: Bankruptcy  
4909 Savarese Circle  
Tampa, FL 33634-2413

Clineva Urgent Care  
25461 Rancho Niguel  
Laguna Niguel, CA 92677-7304

Community Orthopaedic And MRI  
26401 Crown Valley Pkwy 101  
Mission Viejo, CA 92691-6302

Cox Communications  
6205 Peachtree Dunwoody Rd  
Atlanta, GA 30328-4524

Drew Hunt  
4 Park Plaza Suite 200  
Irvine, CA 92614-8533

Franchise Tax Board  
Bankruptcy Section MS A340  
PO Box 2952  
Sacramento CA 95812-2952

Head And Neck Associates of OC  
26726 Crown Valley Pkway 200  
Mission Viejo, CA 92691-8003

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19700 Fairchild Rd.  
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Irvine, CA 92612-2521

Howard Smith  
28822 Via De Luna  
Laguna Niguel, CA 92677-7601

Jeff Gomez  
PO Box 1718  
Upland, CA 91785-1718

Jeffrey Adams Gomez  
1388 Augusta Drive  
Upland, CA 91786-2432

Kerry Kavanaugh  
4511 Isabella Lane  
Dallas, TX 75229-5410

Kohl's  
Attn: Credit Administrator  
Po Box 3043  
Milwaukee, WI 53201-3043

Leon Baginski MD  
27800 Medical Center Rd 310  
Mission Viejo, CA 92691-6461

Macys Corporate  
151 West 34th Street  
New York, NY 10001-2101

Mission Heritage Gasterology  
Dr Chang  
27799 Medical Center Rd #310  
Mission Viejo, CA 92691-6400

Mission Heritage Internal Medicine  
Dr Mayet  
26800 Crown Valley Pkwy 305  
Mission Viejo, CA 92691-8017

Mission Heritage Nephrology  
Dr Tran  
26800 Crown Valley Pkwy 250  
Mission Viejo, CA 92691-8038

Mission Heritage TCU  
27799 Medical Center Rd  
Mission Viejo, CA 92691-6400



Mission Pediatric Dentistry  
27800 Medical Center Rd 332  
Mission Viejo, CA 92691-6409

Mission Providence Hospital  
27799 Medical Center Rd  
Mission Viejo, CA 92691-6400

Moulton Water  
26161 Gordon RD  
Laguna Hills, CA 92653-8224

Nellie Gail Urgent Care  
27001 Moulton Pkwy 102  
Aliso Viejo, CA 92656-3600

PediatricsDermatology  
3500 Barranca Pkwy 160  
Newport Beach, CA 92696

Progressive Insurance  
6300 Wilson Mills Rd  
Cleveland, OH 44143-2182

Providence Mission Radiology  
27799 Medical Center Rd  
Mission Viejo, CA 92691-6400

(p)QUALITY LOAN SERVICE  
2763 CAMINO DEL RIO SOUTH  
SUITE 200  
SAN DIEGO CA 92108-3708

R&S LAW GROUP, APC  
230 Newport Center Drive  
SUITE 210  
Newport Beach, CA 92660-7525

Retina Associates of OC  
23521 Paseo De Valencia #207  
Laguna Hills, CA 92653-3140

Rowan Dorcy Medical  
27799 Medical Center Rd  
Mission Viejo, CA 92691-6400

(p)SDG&E  
PO BOX 25111  
SANTA ANA CA 92799-5111

SGSB Law  
19762 MacArthur Blvd Ste 200  
Irvine, CA 92612-2497

Sea Country Dental  
32341 Golden Lantern Ste C  
Laguna Niguel, CA 92677-5343

Seabreeze Property Management  
PO Box92799  
Aliso Viejo, CA 92656

So Cal Gas  
1801 S Atlantic Blvd  
Monterey Park, CA 91754-5298

The Neshanian Law Firm  
Amy Neshanian  
5 Corporate Park, Ste 250  
Irvine, CA 92606-5169

Tina M. Talbot, ESQ.  
230 Newport Center Drive  
Suite 210  
Newport Beach, CA 92660-7525

(p)THE TOLL ROADS  
ATTN OSMAN AZIZ  
PO BOX 57011  
IRVINE CA 92619-7011

US Acute Care Solution  
4535 Dressier Rd NW  
Canton, OH 44718-2545

(p)US BANK  
PO BOX 5229  
CINCINNATI OH 45201-5229

US Courts Pacer  
PO Box 5208  
Portland, OR 97208-5208

United States Trustee (SA)  
411 W Fourth St., Suite 7160  
Santa Ana, CA 92701-4500

Clarence Yoshikane  
Berkshire Hathaway  
1400 Newport Center Drive  
Suite 200  
Newport Beach, CA 92660-0944

Jeffrey Adams Gomez  
27591 Kathy Court  
(Largest asset for venue purposes only)  
Laguna Niguel, CA 92677-6025

Julie J Villalobos  
Oaktree Law  
3355 Cerritos Avenue  
Los Alamitos, CA 90720-2105

Kristina Lynn Smith  
27591 Kathy Ct  
Laguna Niguel, CA 92677-6025

(p)RICHARD A MARSHACK  
ATTN MARSHACK HAYS LLP  
870 ROOSEVELT  
IRVINE CA 92620-3663

Richard G Heston  
Heston & Heston, Attorneys at Law  
19700 Fairchild Rd., Suite 280  
Suite 280  
Suite 280  
Irvine, CA 92612-2521

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

ADT  
1501 Yamato RD  
Boca Raton, FL 33431

Quality Loan Service  
2763 Camino del Rios S 1st Fl  
San Diego, CA 92108

SDGE  
PO Box 25111  
Santa Ana, CA 92799

Toll Roads  
PO Box 57011  
Irvine, CA 92619

US Bank  
PO BOX 108  
Saint Louis, MO 63166

Richard A Marshack (TR)  
Marshack Hays Wood LLP  
870 Roosevelt  
Irvine, CA 92620

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Courtesy NEF

(d)Howard Smith  
28822 Via De Luna  
Laguna Niguel, CA 92677-7601

(d)Kerry Kavanaugh  
4511 Isabella Lane  
Dallas, TX 75229-5410

End of Label Matrix  
Mailable recipients 58  
Bypassed recipients 3  
Total 61

## 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: 655 W. Broadway, Suite 800, San Diego, California 92101

A true and correct copy of the foregoing document: **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 January 9, 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:

☒ Service information continued on attached page

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

On January 9, 2026, 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 January 9, 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.

**JUDGE'S COURTESY COPY – VIA FEDEX**

Honorable Scott C. Clarkson  
United States Bankruptcy Court  
Central District of California, Santa Ana Division  
411 W. Fourth St., Ste 5130/Ctrm 5C  
Santa Ana, CA 92701-4593

☐ 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.

January 9, 2026  
Date

Caron Burke  
Printed Name

/s/ Caron Burke  
Signature

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

David Coats on behalf of Creditor Wells Fargo Bank, N.A.  
dacoats@raslg.com

Benjamin Heston on behalf of Creditor Jeffrey Adams Gomez  
bhestonecf@gmail.com, benheston@recap.email, NexusBankruptcy@jubileebk.net

Richard G. Heston on behalf of Creditor Richard G Heston  
rheston@hestonlaw.com,  
yflores@hestonlaw.com, docs@hestonlaw.com, HestonRR41032@notify.bestcase.com, hestonlaw@recap.email

Yosina M Lissebeck on behalf of Trustee Richard A Marshack (TR)  
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Richard A Marshack (TR)  
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Eric Marcus Neshanian on behalf of Interested Party Courtesy NEF  
neshanianlawfirm@gmail.com

Jacob Newsum-Bothamley on behalf of Trustee Richard A Marshack (TR)  
jacob.bothamley@dinsmore.com, bonnie.connolly@dinsmore.com

Matthew J Stockl on behalf of Trustee Richard A Marshack (TR)  
mstockl@otterbourg.com, katrice.ortiz@dinsmore.com

United States Trustee (SA)  
ustpregion16.sa.ecf@usdoj.gov

Julie J Villalobos on behalf of Debtor Kristina Lynn Smith  
julie@oaktreelaw.com,  
oakecfmail@gmail.com; villalobosjr51108@notify.bestcase.com; gus@oaktreelaw.com

Jennifer C Wong on behalf of Interested Party Courtesy NEF  
bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com