

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Leonard M. Shulman – Bar No. 126349 Ryan D. O’Dea – Bar No. 273478 Rika M. Kido – Bar No. 273780 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; rodea@shbllp.com, rkido	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</b>	
In re:  FULL HOUSE ENTERPRISES, INC.,       <div style="text-align: right;">Debtor(s).</div>	CASE NO.: 8:11-bk-16969-CB CHAPTER: 7       <div style="text-align: center; font-weight: bold; font-size: 1.2em;">NOTICE OF SALE OF ESTATE PROPERTY</div>

<b>Sale Date:</b> May 2, 2017	<b>Time:</b> 2:30 pm
<b>Location:</b> Courtroom 5D, U.S. Bankruptcy Court, 411 W. Fourth Street, Santa Ana, CA 92701	

**Type of Sale:** ☒ Public ☐ Private      **Last date to file objections:** April 18, 2017

**Description of property to be sold:** Potential Interests in the entities known as (1) CNR Holdings, LLC which controls a bar now known as “DOGZ” (formerly known as Belmont Station), and (2) Acapulco Inn Holdings, LLC, which operates a bar known as Acapulco Inn. The sale of such interests includes, but is not limited to, the ability to continue with, renew, or commence any proceedings in a court of competent jurisdiction to resolve any issues related to the Debtor’s transfers of its interests in the two entities (defined in the attached Motion as the “Estate Asset”).

**Terms and conditions of sale:** See attached Statement of Information in Compliance with LBR 6004-1(c)(3).

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**Proposed sale price:** \$50,000, subject to overbids

**Overbid procedure (if any):** Initial overbid amount of \$55,000.00. Minimum bid increments thereafter shall be \$1,000.  
Overbids must be in wrting and received by the Trustee and his counsel on or before three business days prior to the  
hearing on Sale Motion. Certified funds of at least \$5,000.00 must be delivered, payable to the Trustee. (See attached).

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

Not being sold free and clear of liens.

Hearing date is May 2, 2017 at 2:30 p.m.

U.S. Bankruptcy Court, Courtroom 5D

411 W. Fourth Street

Santa Ana, CA 92701

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

Rika M. Kido, Esq. or Ryan D. O'Dea, Esq.

Shulman Hodges & Bastian LLP

100 Spectrum Center Drive Suite 600

Irvine, CA 92618

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: rkido@shbllp.com; rodea@shbllp.com

Date: 04/05/2017

**Attachments:**

- (1) Notice of Motion (includes Statement of Information and the Sale Motion)**
- (2) Proof of Service**

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Leonard M. Shulman – Bar No. 126349  Ryan D. O'Dea – Bar No. 273478  Rika M. Kido – Bar No. 273780  SHULMAN HODGES &amp; BASTIAN LLP  100 Spectrum Center Drive, Suite 600  Irvine, California 92618  Telephone: (949) 340-3400  Facsimile: (949) 340-3000  Email: lshulman@shbllp.com; rodea@shbllp.com, rkido@shbllp.com</p> <p><input type="checkbox"/> Individual appearing without attorney  <input checked="" type="checkbox"/> Attorney for: Thomas H. Casey, Chapter 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
<p align="center"><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</b></p>	
<p>In re:</p> <p>FULL HOUSE ENTERPRISES, INC.,</p> <p align="right">Debtor(s).</p>	<p>CASE NO.: 8:11-bk-16969-CB CHAPTER: 7</p> <p><b>NOTICE OF MOTION FOR:</b></p> <p>Motion for Order: (1) Approving the Sale of the Estate's Potential Interests in Certain Limited Liability Companies Pursuant to Bankruptcy Code § 363(b)(1) and Subject to Overbids, Combined With Notice of Bid Procedures and Request for Approval of the Bid Procedures Utilized; et al.,</p> <p><b>(Specify name of Motion)</b></p> <p>DATE: 05/02/2017  TIME: 2:30 pm  COURTROOM: Courtroom 5D  PLACE: U.S. Bankruptcy Court  411 W. Fourth Street  Santa Ana, CA 92701</p>

1. TO (*specify name*): Debtor and its counsel, the United States Trustee, all creditors and other parties in interest
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **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 wish to consult one.)

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written 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 fourteen (14) days prior to the above hearing date. If you fail to file a written response to this 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 relief.
5. **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 type of Motion according to the judge's self-calendaring procedures.

Date: 04/05/2017

SHULMAN HODGES & BASTIAN LLP  
Printed name of law firm

/s/ Rika M. Kido  
Signature

Rika M. Kido  
Printed name of attorney

**Statement of Information in Compliance with LBR 6004-1(c)(3)**

<b><u>LBR 6004-1(c)(3) Requirement</u></b>	<b><u>Information</u></b>
<i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: May 2, 2017 at 2:30 p.m. Hearing Place: U.S. Bankruptcy Court, Courtroom 5D 411 W. Fourth Street, Santa Ana, CA 92701
<i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:	Belmont Station, Inc., 1806 Knoxville Ave, Long Beach, CA 90815 ("Belmont" or "Buyer").
<i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:	Estate's interests, if any, in the entities known as (1) CNR Holdings, LLC which controls a bar now known as "DOGZ" (formerly known as Belmont Station), and (2) Acapulco Inn Holdings, LLC, which operates a bar known as Acapulco Inn, including, but is not limited to, the ability to continue with, renew, or commence any proceedings in a court of competent jurisdiction to resolve any issues related to the Debtor's transfers of its interests in the two entities [defined as the "Estate Asset" in the attached <i>Motion for Order: (1) Approving the Sale of the Estate's Potential Interests in Certain Limited Liability Companies Pursuant to Bankruptcy Code § 363(b)(1) and Subject to Overbids, Combined With Notice of Bid Procedures and Request for Approval of the Bid Procedures Utilized; and (2) Granting Related Relief ("Sale Motion")</i> ].
<i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:	The Buyer has offered \$50,000.00, or an amount as increased by successful overbid. The Buyer is paying all cash and is purchasing the Estate Asset on "As-Is" and "Where-Is" basis, without any warranties either express or implied and subject to all interests, liens, and other encumbrances, including the disputed security interest asserted in the Belmont Claim. No liens or encumbrances of any kind shall be paid through the sale transaction.
<i>LBR 6004-1(c)(3)(E)</i> Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	Belmont asserts a security interest in the Estate Asset which the Trustee disputes. The sale is <u>not</u> free and clear of liens, but <u>subject</u> to all interests, liens and other encumbrances, including the disputed Belmont Claim. No liens or encumbrances of any kind shall be paid through the sale transaction.
<i>LBR 6004-1(c)(3)(F)</i> Whether the proposed sale is subject to higher and better bids:	The sale of the Estate Asset is subject to the Bid Procedures set forth in the Sale Motion at pages 9 through 10.
<i>LBR 6004-1(c)(3)(G)</i> Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	Purchase price of \$50,000.00 or an amount as increased by successful overbid. The Trustee has not employed a broker or agent to assist with the marketing or sale of the Estate Asset. The Estate will incur no commissions, escrow fees or other closing costs from this sale.
<i>LBR 6004-1(c)(3)(H)</i> If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	Not applicable.
<i>LBR 6004-1(c)(3)(I)</i> A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	Unknown at this time. To the extent that capital gains taxes are incurred, they will be paid from the proceeds of the sale.
<i>LBR 6004-1(c)(3)(J)</i> Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by April 18, 2017).

Leonard M. Shulman – Bar No. 126349  
Ryan D. O’Dea – Bar No. 273478  
Rika M. Kido – Bar No. 273780  
**SHULMAN HODGES & BASTIAN LLP**  
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Attorneys for Thomas H. Casey,  
Chapter 7 Trustee

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

In re

**FULL HOUSE ENTERPRISES, INC.,**

Debtor.

Case No. 8:11-bk-16969-CB

Chapter 7

**CHAPTER 7 TRUSTEE’S MOTION FOR  
ORDER:**

**(1) APPROVING THE SALE OF THE  
ESTATE’S POTENTIAL INTERESTS  
IN CERTAIN LIMITED LIABILITY  
COMPANIES PURSUANT TO  
BANKRUPTCY CODE § 363(b)(1)  
AND SUBJECT TO OVERBIDS,  
COMBINED WITH NOTICE OF BID  
PROCEDURES AND REQUEST FOR  
APPROVAL OF THE BID  
PROCEDURES UTILIZED; AND**

**(2) GRANTING RELATED RELIEF;**

**MEMORANDUM OF POINTS AND  
AUTHORITIES AND DECLARATIONS OF  
THOMAS H. CASEY AND RIKA M. KIDO  
IN SUPPORT THEREOF**

**Hearing Date:**

Date: May 2, 2017

Time: 2:30 p.m.

Place: Courtroom 5D

United States Bankruptcy Court  
Ronald Regan Federal Building  
411 W. Fourth Street  
Santa Ana, CA 92701

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1 **TO THE HONORABLE CATHERINE E. BAUER, UNITED STATE BANKRUPTCY**  
2 **JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTOR AND ALL**  
3 **CREDITORS AND OTHER INTERESTED PARTIES AND THEIR COUNSEL OF**  
4 **RECORD:**

5 Thomas H. Casey, the Chapter 7 trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Full House Enterprises, Inc. (“Debtor”), brings this *Motion for Order: (1) Approving the Sale of the Estate’s Potential Interests in Certain Limited Liability Companies Pursuant to Bankruptcy Code § 363(b)(1) and Subject to Overbids, Combined With Notice of Bid Procedures and Request for Approval of the Bid Procedures Utilized; and (2) Granting Related Relief* (“Sale Motion”) and respectfully represents as follows:

11 **I. INTRODUCTION**

12 Through this Sale Motion, subject to the Bid Procedures<sup>1</sup> set forth below, the Trustee  
13 seeks a Court order to sell the Estate Asset (defined more thoroughly below, but briefly  
14 described here as the Estate’s potential interests in certain liability companies), to Belmont  
15 Station, Inc., a California corporation (“Belmont” or “Buyer”) for \$50,000.00, or an amount as  
16 increased by a successful overbid, pursuant to the terms and conditions set forth in the Purchase  
17 Agreement attached as **Exhibit 1** to the Declaration of Thomas H. Casey (“Casey Declaration”).  
18 The Buyer or Successful Bidder, as the case may be, shall take title to the Estate Asset on “As-  
19 Is” and “Where-Is” basis, without any warranties either express or implied and subject to all  
20 interests, liens, and other encumbrances, including the disputed Belmont Claim. The Trustee  
21 shall execute all documents necessary to evidence the sale and transfer of the Estate Asset to the  
22 Buyer or the Successful Bidder, as the case may be. The Trustee expects to generate net  
23 proceeds of \$50,000.00 from the sale. The Trustee believes that (i) a meaningful distribution to  
24 unsecured creditors will be achieved as result of the sale, and (ii) good cause exists to grant the  
25 Sale Motion so creditors do not lose this favorable business opportunity.

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28 \_\_\_\_\_  
<sup>1</sup> All capitalized terms are defined below.

1 **II. BACKGROUND FACTS**

2 **A. The Bankruptcy Case and State Court Action**

3 On November 12, 2009, Belmont filed a complaint against the Debtor, in Superior Court  
4 for the State of California, County of Los Angeles, initiating the action styled *Belmont Station,*  
5 *Inc. v. Full House Enterprises, Inc., et al.*, Case No. NC0057764 (the “State Court Action”). In  
6 the State Court Action, Belmont alleged the Debtor breached an Operating Agreement, dated  
7 February 1, 2006, and sought to recover monetary damages.

8 On March 9, 2011, Belmont obtained a temporary protective order against the Debtor  
9 pursuant to CCP § 483.010, and on May 2, 2011, Belmont obtained a temporary restraining order  
10 against Full House.

11 The Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code  
12 on May 16, 2011 (the “Petition Date”), initiating this bankruptcy case (the “Bankruptcy Case”).

13 On May 16, 2011, the Debtor filed its Bankruptcy Schedules (“Schedules”) and  
14 Statement of Financial Affairs (“SOFA”). The SOFA disclosed the Debtor allegedly made two  
15 transfers of property within one year prior to the Petition Date (collectively, the “Transfers”): (i)  
16 on February 5, 2011, the Debtor allegedly transferred its 65% interest in CNR Holdings, LLC  
17 (“CNR”), which controls a bar now known as “*DOGZ*” (formerly known as Belmont Station), to  
18 *DOGZ, LLC* (“DOGZ”); and (ii) on December 17, 2010, the Debtor allegedly transferred its  
19 45% interest in Acapulco Inn Holdings, LLC (“AIH”), which operates a bar known as Acapulco  
20 Inn, to John Turley (“Turley”). The Debtor’s interests in CNR and AIH, if any, including but not  
21 limited to any causes of action of the Debtor are collectively referred to as the “Potential  
22 Interests.”

23 On October 26, 2011, Belmont filed a motion in the Bankruptcy Case for relief from the  
24 automatic stay (the “Belmont Stay Motion”), to allow the State Court Action to proceed to  
25 judgment. The Belmont Stay Motion was uncontested and granted pursuant to an order entered  
26 December 13, 2011.

27 On June 24, 2013, the Bankruptcy Case was closed with no assets administered and no  
28 distribution to unsecured creditors.

On November 26, 2013, a Stipulated Judgment was entered in the State Court Action against the Debtor in the amount of \$275,000.00. On December 31, 2013, Belmont obtained a charging order in the State Court Action.

On March 2, 2015, the Bankruptcy Case was reopened because Belmont indicated its willingness to purchase the Estate's interests, if any, in the Potential Interests.

On December 11, 2015, Belmont filed a proof of claim in the Bankruptcy Case asserting a secured claim against the Estate in the amount of \$477,844.31 (which as of January 9, 2017 is in the amount of \$525,628.74), which was designated by the Bankruptcy Court as Claim No. 8-1 (the "Belmont Claim"). Belmont asserts that the Belmont Claim is secured against the Potential Interests and continues to accrue interest at the rate of 10% per annum. The Trustee disputes the Belmont Claim is secured by the Potential Interests, or in the alternative, disputes that any security interest would attach to the Estate Asset (defined below) being sold by and through this Agreement.

Belmont and various third parties have engaged in extensive state court litigation regarding the validity of the Transfers. Belmont desires to purchase the Estate's interest, if any, in the Potential Interests, including but not limited to, the ability to continue with, renew, or commence any proceedings in a court of competent jurisdiction to resolve any issues related to the Transfers (the "Estate Asset").

For the sake of clarity, the Trustee is not representing that the Estate has an interest in CNR or AIH, or that purchase of the Estate Asset will result in Belmont's ownership of an interest in CNR or AIH

**B. Claims in the Bankruptcy Case**

The last date to file claims in the case was December 14, 2015. Government claims were due by November 14, 2011. The Court's Claims Register indicates there have been ten claims filed totaling \$794,495.14, consisting of secured claims of \$637,844.31 (including the Belmont Claim), priority claims of \$4,725.79, and general unsecured claims of \$151,925.04.

1 **C. Marketing of the Estate Asset and Basis for Value**

2 Belmont and various third parties have engaged in extensive state court litigation  
3 regarding the validity of the Transfers. The Estate's interest in the Estate Asset is subject to  
4 lengthy complicated litigation. The Trustee is unsure of the Estate's interest in CNR or AIH or  
5 that purchase of the Estate Asset will result in Belmont's ownership of an interest in CNR or  
6 AIH.

7 During the Bankruptcy Case, the Trustee has conducted investigations into the Estate's  
8 interests in CNR or AIH. Informal requests for documents were made against various parties  
9 who the Trustee believed had knowledge of the Transfers. When the informal demands for  
10 documents failed, the Trustee obtained a Court order pursuant to Federal Rule of Bankruptcy  
11 Procedure 2004 and 9016 authorizing an examination of and directing the production of  
12 documents by four parties believed to have knowledge regarding the Estate Asset.

13 With respect to CNR, the Trustee is informed and believes that CNR's only asset is a  
14 Type 47 liquor license which allowed it to operate a bar/restaurant in the Belmont Shore area of  
15 Long Beach, California. Pursuant to discussions with a broker for the sale of liquor licenses, the  
16 Trustee is informed that, assuming the Debtor has a sixty-five percent (65%) interest in CNR, its  
17 interest may be worth approximately \$42,000. However, the Trustee is informed by DOGZ that  
18 it purchased the Debtor's interest in CNR in January 2011 and that, in the state court action,  
19 *Dogz, LLC v. Belmont Station, Inc., et. al.*, Case No. NC 057084, the State Court recently found  
20 that the Debtor's transfer of its 65% interest to CNR was not a fraudulent transfer.

21 After multiple continuances of the deadline for the parties associated with AIH to provide  
22 documents and appear at an examination regarding the Estate's interests in AIH, on December 2,  
23 2016, Mr. Tracy Alcantar, shareholder of AIH, appeared for a Rule 2004 examination. Mr.  
24 Alcantar brought several documents with him to the examination, but stated, under oath, that  
25 none of the financial documents requested by the Trustee were available as of December 2, 2016.  
26 Accordingly, the Trustee does not have the financial documentation needed to confirm the  
27 valuation of AIH.

28

Mr. Alcantar did testify at the December 2, 2014 Rule 2004 examination that he believes AIH is worth approximately \$35,000 as he claims there is no good will associated with the business and is subject to a lease expiring in over a year.

**D. Treatment of Liens and Encumbrance Through the Sale**

The Buyer or Successful Bidder, as the case may be, shall take title the Estate Asset on “As-Is” and “Where-Is” basis, without any warranties either express or implied and subject to all interests, liens, and other encumbrances, including the disputed security interest asserted in the Belmont Claim. No liens or encumbrances of any kind shall be paid through the sale transaction.

**III. RELIEF REQUESTED BY THE SALE MOTION**

The Trustee received an offer from the Buyer to purchase the Estate Asset for \$50,000.00, subject to overbids. The Purchase Agreement is attached as **Exhibit 1** to the Casey Declaration. The Buyer is paying all cash and is purchasing the Estate Asset “As-Is” and “Where-Is” basis, without any warranties either express or implied and subject to all interests, liens, and other encumbrances, including the disputed security interest asserted in the Belmont Claim. The Trustee shall execute all documents necessary to evidence the sale and transfer of the Estate Asset to the Buyer or the Successful Bidder, as the case may be.

Trustee shall seek a finding pursuant to 11 U.S.C. §363(m) that Belmont is a good faith purchaser.

For the sake of clarity, the Purchase Agreement shall not affect any liens of Belmont on the Estate Asset or claims held by Belmont against (i) DOGZ, including its members and managers, (ii) AIH, including its members and managers, and (iii) Turley.

The Trustee has not employed a broker or agent to assist with the marketing or sale of the Estate Asset. The Estate will incur no commissions, escrow fees or other closing costs from this sale.

The Trustee has not employed an accountant to evaluate any tax liability arising from the sale. To the extent that capital gains taxes are incurred, they will be paid from the proceeds of the sale.

1 The offer from Belmont is the highest offer received. The Trustee believes that the  
2 proposed sale, subject to overbids, will be at fair market value. Given that the sale is subject to  
3 overbids, it is anticipated that the Trustee will receive the best and highest value for the Estate  
4 Asset and therefore the proposed sale price is fair and reasonable. Moreover, with the alleged  
5 secured payoff to Belmont (who asserts a security interest in the Estate Asset which the Trustee  
6 disputes) increasing every month, the Trustee believes the Estate Asset must be sold as soon as  
7 possible in order to maximize the benefit for the Estate.

#### 8 IV. NOTICE OF BID PROCEDURES

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

14 1. Potential overbidders must bid an initial amount of at least \$5,000.00 over the  
15 Purchase Price or **\$55,000.00**. Minimum bid increments thereafter shall be \$1,000.00. The  
16 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.

17 2. Overbids must be in writing and be received by the Trustee and his counsel, Rika  
18 M. Kido of Shulman Hodges & Bastian LLP **no later than three (3) business days prior to the  
hearing on the Sale Motion.**

19 3. Overbids must be accompanied by a deposit (“Overbidder Deposit”) in the form  
of certified funds in the amount of at least Five Thousand Dollars (\$5,000.00) payable to Trustee.

20 4. The overbidder must also provide evidence of having sufficient specifically  
21 committed funds to complete the transaction for the bid amount and such other documentation  
22 relevant to the bidder’s ability to qualify as Belmont and ability to close the sale and immediately  
and unconditionally pay the winning bid purchase price at closing.

23 5. The overbidder must seek to acquire the Estate Asset on terms and conditions not  
24 less favorable to the Estate than the terms and conditions to which the Belmont has agreed to  
25 purchase the Estate Asset, including but not limited to, waiver of any and all due diligence and  
other contingencies such that all bidders shall become non-contingent as provided in this  
Agreement and closing on the sale of the Estate Asset in the same time parameters as Belmont.

26 6. If one or more overbids are received, the final bidding round for the Estate’s  
27 interest in the Estate Asset shall be held at the hearing on the Sale Motion in order to allow all  
28 potential bidders the opportunity to overbid and purchase the Estate’s interest in the Estate Asset.  
At the final bidding round to be conducted before the Bankruptcy Court, the Trustee will seek  
entry of an order, *inter alia*, authorizing and approving the sale of the Estate’s interest in the  
Estate Asset to the bidder who the Trustee, in the exercise of his business judgment, may  
determine to have made the highest and best offer to purchase the Estate’s interest in the Estate

Asset, consistent with the Bidding Procedures (“Successful Bidder”). The hearing on 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.

7. In the event the Successful Bidder fails to close on the sale of the Estate Asset within 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 Estate Asset to the Successful Bidder and the Trustee may then sell the Estate Asset to the First Back-Up Bidder approved by the Court at the hearing on the Sale Motion.

8. In the event First Back-Up Bidder fails to close on the sale of the Estate Asset within 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 Estate Asset to the First Back-Up Bidder and the Trustee may then sell the Estate Asset to the Second Back-Up Bidder approved by the Court at the hearing on the Sale Motion.

The Bid Procedures will be provided to all creditors and any potential bidders or parties who have shown an interest in the Property. In addition, a Notice of Sale of Estate Property will be filed with the Court for posting on the Court’s website under the link “Current Notices of Sales”, thereby giving notice to additional potential interested parties. Based on the foregoing, the Trustee believes that under the circumstances of this case, the Estate Asset will have been appropriately marketed for bidding.

## V. ARGUMENT<sup>2</sup>

### A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate.

The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. §704, which provides in relevant part as follows:

(a) The trustee shall—

(1) collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;

(2) be accountable for all property received;

11 U.S.C. §704(a). Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale and the sale is in the best interests of the estate. *In re Wilde Horse*

<sup>2</sup> Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and authorities be filed in support of the Motion, the Trustee is nevertheless submitting one.



1 *Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063,  
2 1069 (2d Cir. 1983). In this case, the sale is anticipated to net the Estate approximately  
3 \$50,000.00.

4 The Trustee expects to make a meaningful distribution to unsecured creditors from the  
5 sale of the Estate Asset. If the Sale Motion is not approved, then there will be a substantial loss  
6 to the Estate. In such event, the Estate may not receive any benefit from the Estate Asset.

7 Furthermore, the Trustee believes that the proposed sale will be at fair market value  
8 because it is the best offer the Estate has received thus far for the Estate Asset, and the sale is  
9 subject to the Bid Procedures. Accordingly, the Trustee respectfully submits that, if this Court  
10 applies the good business reason standard suggested by the Second Circuit in *Lionel*, the sale  
11 should be approved.

12 **B. The Court Has the Authority to Approve the Bid Procedures.**

13 Implementing the Bid Procedures is an action outside of the ordinary course of the  
14 business. Bankruptcy Code Section 363(b)(1) provides that a trustee “after notice and hearing,  
15 may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11  
16 U.S.C. § 363(b)(1). Furthermore, under Bankruptcy Code Section 105(a), “[t]he court may issue  
17 any order, process, or judgment that is necessary or appropriate to carry out the provisions of this  
18 title.” 11 U.S.C. § 105(a). Thus, pursuant to Bankruptcy Code sections 363(b)(1) and 105(a),  
19 this Court may approve the Bid Procedures, which will assist the Trustee to obtain the best  
20 possible price on the best possible terms for the Property.

21 **C. The Court has the Authority to Waive the Fourteen-Day Stay of Sale**

22 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the  
23 use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days  
24 after entry of the order, unless the Court orders otherwise.” Fed. R. Bankr. P. 6004(h). The  
25 Trustee desires to close the sale as soon as practicable after entry of an order approving the sale.  
26 Accordingly, the Trustee requests that the Court, in the discretion provided it under Federal Rule  
27 of Bankruptcy Procedure 6004(h), waive the fourteen (14) day stay requirement.  
28

VI. CONCLUSION

**WHEREFORE**, based upon the foregoing, the Trustee respectfully submits that good cause exists for granting the Sale Motion and requests that the Court enter an order which provides as follows:

1. Approving the Bid Procedures utilized by the Trustee as described above.
2. Authorizing the Trustee to sell the Estate Asset on an “As-Is” and “Where-Is” basis, without any warranties either express or implied and subject to all interests, liens, and other encumbrances, to the Buyer (or Successful Bidder) for \$50,000.00, or an amount as increased by successful overbid, pursuant to the terms and conditions as set forth in the Purchase Agreement.
3. Authorizing the Trustee to sign any and all documents convenient and necessary in pursuit of the sale of the Estate Asset pursuant to the terms of the Purchase Agreement governing the sale, including but not limited to any and all conveyances required by the Purchase Agreement.
4. A determination by the Court that the Buyer (or Successful Bidder”) is in good faith pursuant to Bankruptcy Code Section 363(m).
5. Waiving the fourteen day stay of the order approving the sale under Federal Rules of Bankruptcy Procedure 6004(h) such that the sale can close as soon as possible after entry of the Court order approving the Sale Motion.
6. For such other and further relief as the Court deems just and proper under the circumstances of this case.

Respectfully submitted,

Dated: April 3, 2017

**SHULMAN HODGES & BASTIAN LLP**

/s/ Rika M. Kido

---

Leonard M. Shulman  
Ryan D. O’Dea  
Rika M. Kido  
Attorneys for Thomas H. Casey, Chapter 7 Trustee  
for the bankruptcy estate of *In re Full House Enterprises, Inc.* Case No. 8:11-bk-16969-CB

# **DECLARATION**

**DECLARATION OF THOMAS H. CASEY**

I, Thomas H. Casey, declare:

1. I am the duly appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate (“Estate”) of *In re Full House Enterprises, Inc.* (“Debtor”), Case No. :11-bk-16969-CB. I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto.

2. I make this Declaration in support of my *Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of the Estate's Potential Interests in Certain Limited Liability Companies Pursuant to Bankruptcy Code § 363(b)(1) and 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 Other Costs; and (3) Granting Related Relief* (“Sale Motion”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. A true and correct copy of the Purchase Agreement that is the subject of the Sale Motion is attached here as **Exhibit 1**.

4. A true and correct copy of the Debtor's Bankruptcy Schedules and Statement of Financial Affairs is attached here as **Exhibit 2**.

5. A true and correct copy of the Belmont Claim is attached here as **Exhibit 3**.

6. The following information is being provided pursuant to Local Bankruptcy Rule 6004-1(c)(2)(b). The Estate does not have the funds to obtain a formal written appraisal for the estimated value of the Estate Asset. Belmont and various third parties have engaged in extensive state court litigation regarding the validity of the Transfers. The Estate's interest in the Estate Asset is subject to lengthy complicated litigation. I am unsure of the Estate's interest in CNR or AIH or that purchase of the Estate Asset will result in Belmont's ownership of an interest in CNR or AIH.

7. During the Bankruptcy Case, with the assistance of counsel, I conducted investigations into the Estate's interests in CNR or AIH. Informal requests for documents were made against various parties who I believed had knowledge of the Transfers. When the informal

1 demands for documents failed, my counsel obtained a Court order pursuant to Federal Rule of  
2 Bankruptcy Procedure 2004 and 9016 authorizing an examination of and directing the production  
3 of documents by four parties believed to have knowledge regarding the Estate Asset.

4 8. With respect to CNR, I am informed and believe that CNR's only asset is a Type  
5 47 liquor license which allowed it to operate a bar/restaurant in the Belmont Shore area of Long  
6 Beach, California. Pursuant to discussions with a broker for the sale of liquor licenses, I am  
7 informed that, assuming the Debtor has a sixty-five percent (65%) interest in CNR, its interest  
8 may be worth approximately \$42,000. However, I am informed by DOGZ that it purchased the  
9 Debtor's interest in CNR in January 2011 and that, in the state court action, *Dogz, LLC v.*  
10 *Belmont Station, Inc., et. al.*, Case No. NC 057084, the State Court recently found that the  
11 Debtor's transfer of its 65% interest to CNR was not a fraudulent transfer.

12 9. After multiple continuances of the deadline for the parties associated with AIH to  
13 provide documents and appear at an examination regarding the Estate's interests in AIH, on  
14 December 2, 2016, Mr. Tracy Alcantar, shareholder of AIH, appeared for a Rule 2004  
15 examination. It is my understanding that Mr. Alcantar brought several documents with him to  
16 the examination, but stated, under oath, that none of the financial documents requested by me,  
17 through my counsel, were available as of December 2, 2016. Accordingly, I do not have the  
18 financial documentation needed to confirm the valuation of AIH. A true and correct copy of the  
19 coversheet, relevant pages and court reporter certification for the Rule 2004 examination of Mr.  
20 Tracy Alcantar is attached here as **Exhibit 4**.

21 10. I am informed and believe that Mr. Alcantar did testify at the December 2, 2014  
22 Rule 2004 examination that he believes AIH is worth approximately \$35,000 as he claims there  
23 is no good will associated with the business and is subject to a lease expiring in over a year.

24 11. I believe that the proposed sale, subject to overbids, will be at fair market value.  
25 Given that the sale is subject to overbids, it is anticipated that the Estate will receive the best and  
26 highest value for the Estate Asset and therefore the proposed sale price is fair and reasonable.  
27 Moreover, with the alleged secured payoff to Belmont (who asserts a security interest in the  
28

1 Estate Asset which I disputes) increasing every month, I believe the Estate Asset must be sold as  
2 soon as possible in order to maximize the benefit for the Estate.

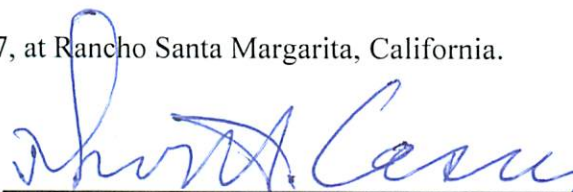
3 12. The sale is in the best interest of the Estate because the Estate is anticipated to  
4 receive net proceeds of \$50,000.00. I represent to the Court that I will work with my  
5 professionals (and if necessary, ask them to reduce administrative expenses) to ensure that  
6 creditors receive a meaningful distribution.

7 13. As is required by Federal Rule of Bankruptcy Procedure 6004(f) and Local  
8 Bankruptcy Rule 6004-1(g), I will file a Report of Sale detailing the terms of the sale shortly  
9 after the sale closes.

10 14. For the reasons set forth in the Sale Motion and this Declaration, I respectfully  
11 request that the Court grant the Sale Motion so that I do not lose this favorable business  
12 opportunity to generate a substantial amount of funds for the Estate from the Estate Asset.

13 I declare under penalty of perjury under the laws of the United States of America that the  
14 foregoing is true and correct.

15 Executed on April 4, 2017, at Rancho Santa Margarita, California.



16  
17  
18 Thomas H. Casey, solely in the capacity as the Chapter 7  
19 Trustee for the bankruptcy estate of  
20 *In re Full House Enterprises*, Case No. :11-bk-16969-CB  
21  
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# **DECLARATION**

**DECLARATION OF RIKA M. KIDO**

I, Rika M. Kido, declare as follows:

1. I am an associate with Shulman Hodges & Bastian LLP, attorneys for Thomas H. Casey, Chapter 7 Trustee ("Trustee") for the bankruptcy estate ("Estate") of *In re Full House Enterprises, Inc.* ("Debtor"), Case No. 8:11-bk-16969-CB. I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto.

2. I make this Declaration in support of the *Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of the Estate's Potential Interests in Certain Limited Liability Companies Pursuant to Bankruptcy Code § 363(b)(1) and 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 Other Costs; and (3) Granting Related Relief* ("Sale Motion"). Unless the context indicates otherwise, capitalized terms herein shall have the meanings as defined in the Sale Motion.

3. After multiple continuances of the deadline for the parties associated with AIH to provide documents and appear at an examination regarding the Estate's interests in AIH, on December 2, 2016, Mr. Tracy Alcantar, shareholder of AIH, appeared for a Rule 2004 examination. Mr. Alcantar brought several documents with him to the examination, but in response to my questions about the financial documents he had not produced, he stated, under oath, that none of the financial documents requested by the Trustee were available as of December 2, 2016. A true and correct copy of the coversheet, relevant pages and court reporter certification for the Rule 2004 examination of Mr. Tracy Alcantar is attached here as **Exhibit 4**.

I declare under penalty of perjury, under the laws of the United States of America that the foregoing is true and correct.

Executed on April 3, 2017, at Irvine, California.

/s/ Rika M. Kido

\_\_\_\_\_  
Rika M. Kido



# **Exhibit 1**

## **Purchase Agreement**

## **PURCHASE AGREEMENT**

This Purchase Agreement ("Agreement") is entered into by and among Thomas H. Casey, in his capacity as Chapter 7 trustee ("Trustee") of the bankruptcy estate of Full House Enterprises, Inc., a California corporation ("Full House"), on the one hand; and Belmont Station, Inc., a California corporation ("Belmont"), on the other hand. The Trustee and Belmont are collectively referred to as the "Parties".

## **RECITALS**

A. On November 12, 2009, Belmont filed a complaint against Full House, in Superior Court for the State of California, County of Los Angeles, initiating the action styled *Belmont Station, Inc. v. Full House Enterprises, Inc., et al.*, Case No. NC0057764 ("State Court Action"). In the State Court Action, Belmont alleged Full House breached an Operating Agreement, dated February 1, 2006, and sought to recover monetary damages.

B. On March 9, 2011, Belmont obtained a temporary protective order against Full House pursuant to CCP § 483.010, and on May 2, 2011, Belmont obtained a temporary restraining order against Full House.

C. On May 16, 2011 (the "Petition Date"), Full House filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code, initiating the bankruptcy case styled *In re Full House Enterprises, Inc.*, Case No. 8:11-bk-16969-CB (the "Bankruptcy Case"), which is currently pending in the U.S. Bankruptcy Court, Central District of California, Santa Ana Division (the "Bankruptcy Court"). The Trustee is duly appointed as the Chapter 7 trustee for Full House's bankruptcy estate ("Estate"), and is solely in charge of liquidating assets of the Estate.

D. On May 16, 2011, Full House filed its Bankruptcy Schedules ("Schedules") and Statement of Financial Affairs ("SOFA").

E. The SOFA disclosed Full House allegedly made two (2) transfers of property within one (1) year prior to the Petition Date (collectively, the "Transfers"): (i) on February 5, 2011, Full House allegedly transferred its sixty-five percent (65%) interest in CNR Holdings, LLC ("CNR"), which controls a bar now known as "DOGZ" (formerly known as Belmont Station), to DOGZ, LLC ("DOGZ"); and (ii) on December 17, 2010, Full House allegedly transferred its forty-five percent (45%) interest in Acapulco Inn Holdings, LLC ("AIH"), which operates a bar known as Acapulco Inn, to John Turley ("Turley"). Full House's interests in CNR and AIH, if any, including but not limited to any causes of action of Full House are collectively referred to as the "Potential Interests"

F. On October 26, 2011, Belmont filed a motion in the Bankruptcy Case for relief from the automatic stay (the "Belmont Stay Motion"), to allow the State Court Action to proceed to judgment. The Belmont Stay Motion was uncontested and granted pursuant to an order entered December 13, 2011.

G. On June 24, 2013, the Bankruptcy Case was closed with no assets administered and no distribution to unsecured creditors.

H. On November 26, 2013, a Stipulated Judgment was entered in the State Court Action against Full House in the amount of \$275,000.00. On December 31, 2013, Belmont obtained a charging order in the State Court Action.

I. On March 2, 2015, the Bankruptcy Case was reopened.

J. On December 11, 2015, Belmont filed a proof of claim in the Bankruptcy Case asserting a secured claim against the Estate in the amount of \$477,844.31 (which as of January 9, 2017 is in the amount of \$525,628.74), which was designated by the Bankruptcy Court as Claim No. 8-1 (the "Belmont Claim"). Belmont asserts that the Belmont Claim is secured against the Potential Interests and continues to accrue interest at the rate of ten percent (10%) per annum. The Trustee disputes the Belmont Claim is secured by the Potential Interests, or in the alternative, disputes that any security interest would attach to the Estate Asset (defined below) being sold by and through this Agreement.

K. Belmont and various third parties have engaged in extensive state court litigation regarding the validity of the Transfers. Belmont desires to purchase the Estate's interest, if any, in the Potential Interests, including but not limited to, the ability to continue with, renew, or commence any proceedings in a court of competent jurisdiction to resolve any issues related to the Transfers (the "Estate Asset").

L. For the sake of clarity, the Trustee is not representing that the Estate has an interest in DOGZ or AIH, or that purchase of the Estate Asset will result in Belmont's ownership of an interest in DOGZ or AIH.

NOW THEREFORE, in consideration of the covenants contained herein and intending to be legally bound hereby, the parties hereby agree as follows:

### **AGREEMENT**

NOW, THEREFORE, after extensive, good-faith, arm's-length negotiations, in consideration of the foregoing Recitals, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and each intending to be legally bound hereby, the Parties stipulate and agree as follows:

1. Incorporation of Recitals. Subject to this Agreement and the conditions stated herein, the foregoing Recitals in their entirety are incorporated herein by this reference.

2. Consideration. The Trustee agrees to sell, transfer, convey and assign to Belmont all of the Estate's right, title, and interest, if any, in and to the Estate Asset on an "As Is" and "Where Is" basis, without any warranties either express or implied subject to all interests, liens, and other encumbrances (the "Sale"), for the total sale price of \$50,000.00 (the "Sale Price") or an amount as increased by successful overbid to be paid by Belmont (provided Belmont is the successful bidder) as follows:

2.1 Within five (5) days of the Bankruptcy Court entering the Approval Order (defined infra at Paragraph 3.3), Belmont shall pay \$50,000.00 to the Trustee. The Sale Price shall be paid in Good Funds (defined below) and made payable to "Thomas H. Casey, Chapter 7 Trustee for the bankruptcy estate of Full House Enterprises, Inc." and shall be mailed to the attention of Thomas H. Casey, Chapter 7 Trustee, The Law Offices of Thomas H. Casey, Inc., 22342 Avenida Empresa, Ste. 200, Rancho Santa Margarita, CA 92688. For purposes of this Agreement, "Good Funds" shall mean immediately available funds in the form of cash or wire transfer of funds.

2.2 The Sale of the Estate Asset shall be made subject to all interests, liens and other encumbrances, including the disputed security interest asserted in the Belmont Claim.

2.3 Trustee shall seek a finding pursuant to 11 U.S.C. §363(m) that Belmont is a good faith purchaser.

3. Conditions to Effectiveness. This Agreement shall become effective upon the Parties mutual execution and delivery of this Agreement (the "Effective Date"). This Agreement shall terminate in the event of the failure of the conditions set forth in this section and as otherwise provided for in this Agreement, in which event any payment by Belmont to the Trustee shall be refunded.

3.1 Bankruptcy Court Approval. Within seven (7) days after the Effective Date, the Trustee shall file a motion with the Bankruptcy Court seeking approval of this Agreement and any transactions contemplated herein and the Bidding Procedures described below in Section 4 (the "Approval Motion").

3.2 Execution and Delivery of Transfer Documents. Within five (5) days after entry of the Approval Order, the Trustee shall execute and deliver all documentation requested by Belmont, so long as such documentation is consistent with this Agreement, necessary to transfer to Belmont all beneficial, legal, equitable right, title and interest in the Estate Asset, subject to any and all liens, claims, interests or encumbrances (the "Transfer Documents").

3.3 Approval Order. The effectiveness of this Agreement is expressly conditioned upon entry of an order, consistent with the terms of this Agreement, by the Bankruptcy Court approving this Agreement in its entirety (the "Approval Order"), and such order becoming a "Final Order" as set forth below in Paragraph 3.3.1.

3.3.1 The Approval Order will be considered final ("Final Order") if (a) the Approval Order has been entered without an objection to the Approval Motion; or (b) the Approval Order has been entered notwithstanding an objection of the Approval Motion, but no notice of Appeal is filed prior to the expiration of the time for the filing of a notice of appeal pursuant to Rule 8002 of the Federal Rules of Bankruptcy Procedure; or (c) the Approval Order has been entered notwithstanding an objection to the Approval Motion and a notice of appeal is filed prior to the expiration of the time for the filing of a notice of appeal pursuant to Rule 8002 of the Federal Rules of Bankruptcy Procedure, but the

Approval Order is not stayed pending appeal; or (d) the Approval Order has been entered notwithstanding an objection to the Approval Motion, an appeal is filed prior to the expiration of the time for the filing of a notice of appeal pursuant to Rule 8002 of the Federal Rules of Bankruptcy Procedure, and the Approval Order is stayed pending appeal, but the Approval Order is affirmed or the stay is lifted without the Approval Order being modified, revoked, reversed, remanded, set aside or vacated, and all other or further appeals or requests for reconsideration have been fully and finally exhausted.

3.4 Agreement has no Effect on Belmont's Liens or Claim's Against Third Parties. For the sake of clarity, this Agreement shall not affect any liens of Belmont on the Estate Assets or claims held by Belmont against (i) DOGZ, including its members and managers, (ii) AIH, including its members and managers, and (iii) Turley.

4. Sale Subject to Overbid. In order to obtain the highest and best offer for the benefit of the creditors of the Estate, the sale of the Estate Asset shall be subject to the following bidding procedures ("Bidding Procedures"):

4.1 Potential overbidders must bid an initial amount of at least \$5,000.00 over the Purchase Price or **\$55,000.00**. 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.

4.2 Overbids must be in writing and be received by the Trustee and his counsel, Rika M. Kido of Shulman Hodges & Bastian LLP **no later than three (3) business days prior to the hearing on the Approval Motion.**

4.3 Overbids must be accompanied by a deposit ("Overbidder Deposit") in the form of certified funds in the amount of at least Five Thousand Dollars (\$5,000.00) payable to Trustee.

4.4 The overbidder must also provide evidence of having sufficient specifically committed funds to complete the transaction for the bid amount and such other documentation relevant to the bidder's ability to qualify as Belmont and ability to close the sale and immediately and unconditionally pay the winning bid purchase price at closing.

4.5 The overbidder must seek to acquire the Estate Asset on terms and conditions not less favorable to the Estate than the terms and conditions to which the Belmont has agreed to purchase the Estate Asset, including but not limited to, waiver of any and all due diligence and other contingencies such that all bidders shall become non-contingent as provided in this Agreement and closing on the sale of the Estate Asset in the same time parameters as Belmont.

4.6 If one or more overbids are received, the final bidding round for the Estate's interest in the Estate Asset shall be held at the hearing on the Approval Motion in order to allow all potential bidders the opportunity to overbid and purchase the Estate's interest in the Estate Asset. At the final bidding round to be conducted before the

Bankruptcy Court, the Trustee will seek entry of an order, *inter alia*, authorizing and approving the sale of the Estate's interest in the Estate Asset to the bidder who the Trustee, in the exercise of his business judgment, may determine to have made the highest and best offer to purchase the Estate's interest in the Estate Asset, consistent with the Bidding Procedures ("Successful Bidder"). The hearing on the Approval Motion may be adjourned or rescheduled without notice other than by an announcement of the adjourned date at the hearing on the Approval Motion.

4.7 In the event the Successful Bidder fails to close on the sale of the Estate Asset within 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 Estate Asset to the Successful Bidder and the Trustee may then sell the Estate Asset to the first back-up bidder approved by the Court at the hearing on the Approval Motion ("First Back-Up Bidder").

4.8 In the event First Back-Up Bidder fails to close on the sale of the Estate Asset within 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 Estate Asset to the First Back-Up Bidder and the Trustee may then sell the Estate Asset to the second back-up bidder approved by the Court at the hearing on the Approval Motion ("Second Back-Up Bidder").

5. Representations. Except as expressly provided in this Agreement, each of the Parties represents, warrants and covenants that it has full power and authority to execute this Agreement and the Transfer Documents and that it has obtained all necessary approvals, consents and authorizations required for it to execute and deliver this Agreement and the Transfer Documents. Each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

6. Good-Faith Cooperation; Further Assurances. The Parties shall cooperate with each other in good faith in respect of matters concerning the implementation and consummation of this Agreement. At any time, at the request of any of the Parties, the Party which has been requested, shall, at its own cost, execute all such documents and take such steps and do all such acts or things as may be reasonably required for the purpose of giving effect to the provisions of this Agreement, and, in particular, to ensure that its terms are binding on or enforceable against each of the Parties in any relevant jurisdiction. The Trustee and/or the Estate shall not be required to provide any legal assistance, or under any circumstances be liable for Belmont's future legal fees and costs should Belmont desire to proceed with litigation in furtherance of, or pursuant to, the rights it acquired through the purchase of the Estate Asset.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations or agreements, oral or written, between the parties hereto with respect to all or any part of the subject matter hereof, which negotiations or agreements shall be of no further force or effect. It is expressly understood and agreed by the Parties that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by each Party or the authorized representatives of each of the Parties.

8. Binding on Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their legal representatives, predecessors, successors and assigns; provided, however, that the Trustee, in his capacity as Chapter 7 trustee and on behalf of the Estate, shall not assign this Agreement to any third party without Belmont's prior written consent. Any assignment that does not comply with this provision shall be null, void and unenforceable.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement. Additionally, signature pages delivered by facsimile or via electronic mail in portable document format (.pdf) shall be deemed original.

10. Cooperative Drafting. In any construction or interpretation to be made of this Agreement, the same shall not be construed or interpreted against any one Party on the basis that such Party was the drafter. Any rule of law, including Section 1654 of the California Civil Code, which would require interpretation of any ambiguities in the Agreement against the Party who has drafted it, is of no application and is hereby expressly waived.

11. Costs and Expenses. Each Party shall bear all of their respective costs and expenses, including attorneys' fees, incurred in connection with the preparation, negotiation, and execution of this Agreement and the Bankruptcy Case.

12. Attorneys' Fees. In the event that a Party files an action or proceeding to enforce or interpret or for breach of this Agreement, the prevailing Party shall be entitled to recover their costs and reasonable attorneys' fees.

13. Amendment or Modification. The Agreement may be amended only by a signed writing executed by the Parties, which writing also may be executed and delivered by electronic means; no oral modification of any term of the Agreement shall be effective for any purpose.

14. Choice of Law. This Agreement is to be governed by and construed in accordance with the Bankruptcy Code, to the extent applicable, and where state law is implicated, the law of the State of California shall govern. The Bankruptcy Court shall retain exclusive jurisdiction to interpret, enforce, and resolve any disputes arising under or related to this Agreement. Any motion or application brought before the Bankruptcy Court to resolve any dispute arising under or related to this Agreement shall be brought on proper notice in accordance with the relevant Federal Rules of Bankruptcy Procedure and the applicable local rules and guidelines for the United States Bankruptcy Court for the Central District of California.

15. Trustee's Capacity. The Trustee is signing this Agreement in his capacity solely as Chapter 7 Trustee of the bankruptcy estate of Full House. Nothing contained herein shall in any way impute liability to the Trustee, personally or as a member of any professional organization or anyone acting on his behalf.

16. Miscellaneous.

16.1 The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction or interpretation of any term or provision hereof.

16.2 Wherever in this Agreement the context so requires, reference to the neuter, masculine or feminine shall be deemed to include each of the other, and reference to either the singular or the plural shall be deemed to include the other.

16.3 Use of the term “including” in this Agreement shall be interpreted to be non-exclusive and to mean “including without limitation.”

16.4 Except as explicitly set forth herein, this Agreement shall not affect the rights and claims of any Party against any person or entity not a party to this Agreement.

*[Remainder of page left intentionally blank]*



IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year noted below.

**THOMAS H. CASEY**, as Chapter 7 Trustee of the  
Estate of Full House Enterprises, Inc.

Date: March 27, 2017

By: 

Thomas H. Casey, solely in his capacity as  
Chapter 7 Trustee of the Estate of Full House  
Enterprises, Inc.

**BELMONT STATION, INC.**, a California  
corporation.

Date: March 24, 2017

By: 

Jerome F. Chiaro, President of Belmont  
Station, Inc.

APPROVED AS TO FORM:

**SHULMAN, HODGES, & BASTIAN LLP**

Date: March 27, 2017

By: 

Rika M. Kido, Counsel for Thomas H. Casey,  
Chapter 7 Trustee of the Estate of Full House  
Enterprises, Inc.

**GOE & FORSYTHE, LLP**

Date: March 24, 2017

By: 

Robert P. Goe, Counsel for Belmont Station,  
Inc.

## **Exhibit 2**

### **Schedules and Statement of Affairs**

B1 (Official Form 1)(4/10)

<b>United States Bankruptcy Court Central District of California</b>				<b>Voluntary Petition</b>											
Name of Debtor (if individual, enter Last, First, Middle): <b>Full House Enterprises, Inc.</b>			Name of Joint Debtor (Spouse) (Last, First, Middle):												
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):												
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) <b>33-0988164</b>			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)												
Street Address of Debtor (No. and Street, City, and State): <b>3102 Lilly Avenue Los Alamitos, CA</b>			Street Address of Joint Debtor (No. and Street, City, and State):												
ZIP Code <b>90720</b>			ZIP Code												
County of Residence or of the Principal Place of Business: <b>Orange</b>			County of Residence or of the Principal Place of Business:												
Mailing Address of Debtor (if different from street address):			Mailing Address of Joint Debtor (if different from street address):												
ZIP Code			ZIP Code												
Location of Principal Assets of Business Debtor (if different from street address above):															
<b>Type of Debtor</b> (Form of Organization) (Check one box)  <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		<b>Nature of Business</b> (Check one box)  <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other  <b>Tax-Exempt Entity</b> (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box)  <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13  <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding											
<b>Filing Fee</b> (Check one box)  <input checked="" type="checkbox"/> Full Filing Fee attached  <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.  <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		<b>Chapter 11 Debtors</b> Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 ( <i>amount subject to adjustment on 4/01/13 and every three years thereafter</i> ).  Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).													
<b>Statistical/Administrative Information</b> <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.					THIS SPACE IS FOR COURT USE ONLY										
<b>Estimated Number of Creditors</b> <table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> 1-49</td> <td><input type="checkbox"/> 50-99</td> <td><input type="checkbox"/> 100-199</td> <td><input type="checkbox"/> 200-999</td> <td><input type="checkbox"/> 1,000-5,000</td> <td><input type="checkbox"/> 5,001-10,000</td> <td><input type="checkbox"/> 10,001-25,000</td> <td><input type="checkbox"/> 25,001-50,000</td> <td><input type="checkbox"/> 50,001-100,000</td> <td><input type="checkbox"/> OVER 100,000</td> </tr> </table>						<input checked="" type="checkbox"/> 1-49	<input type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000
<input checked="" type="checkbox"/> 1-49	<input type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000		<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000					
<b>Estimated Assets</b> <table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> \$0 to \$50,000</td> <td><input type="checkbox"/> \$50,001 to \$100,000</td> <td><input type="checkbox"/> \$100,001 to \$500,000</td> <td><input type="checkbox"/> \$500,001 to \$1 million</td> <td><input type="checkbox"/> \$1,000,001 to \$10 million</td> <td><input type="checkbox"/> \$10,000,001 to \$50 million</td> <td><input type="checkbox"/> \$50,000,001 to \$100 million</td> <td><input type="checkbox"/> \$100,000,001 to \$500 million</td> <td><input type="checkbox"/> \$500,000,001 to \$1 billion</td> <td><input type="checkbox"/> More than \$1 billion</td> </tr> </table>						<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion						
<b>Estimated Liabilities</b> <table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> \$0 to \$50,000</td> <td><input type="checkbox"/> \$50,001 to \$100,000</td> <td><input type="checkbox"/> \$100,001 to \$500,000</td> <td><input type="checkbox"/> \$500,001 to \$1 million</td> <td><input type="checkbox"/> \$1,000,001 to \$10 million</td> <td><input type="checkbox"/> \$10,000,001 to \$50 million</td> <td><input type="checkbox"/> \$50,000,001 to \$100 million</td> <td><input type="checkbox"/> \$100,000,001 to \$500 million</td> <td><input type="checkbox"/> \$500,000,001 to \$1 billion</td> <td><input type="checkbox"/> More than \$1 billion</td> </tr> </table>					<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion	
<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion						

Exhibit 2

## Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

**Full House Enterprises, Inc.**

### All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)

Location

Where Filed: **- None -**

Case Number:

Date Filed:

Location

Where Filed:

Case Number:

Date Filed:

### Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor:

**Gary Fredrick Roth Jr & Michelle Barcott Roth**

Case Number:

**8:11-bk-14074 RK**

Date Filed:

**3/23/11**

District:

**Central District of California, Santa Ana**

Relationship:

**Associated With**

Judge:

**Robert N. Kwan**

#### Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

#### Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

**X**

Signature of Attorney for Debtor(s)

(Date)

#### Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

#### Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☐ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

#### Information Regarding the Debtor - Venue

(Check any applicable box)

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☒ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

#### Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

- ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

\_\_\_\_\_  
(Name of landlord that obtained judgment)

\_\_\_\_\_  
(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

# Exhibit 2

## Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

**Full House Enterprises, Inc.**

### Signatures

#### Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X** \_\_\_\_\_  
Signature of Debtor

**X** \_\_\_\_\_  
Signature of Joint Debtor

\_\_\_\_\_  
Telephone Number (If not represented by attorney)

\_\_\_\_\_  
Date

#### Signature of Attorney\*

**X** /s/ Joseph A. Weber  
Signature of Attorney for Debtor(s)

Joseph A. Weber 133297  
Printed Name of Attorney for Debtor(s)

Weber Firman  
Firm Name  
**1503 South Coast Drive**  
**Suite 209**  
**Costa Mesa, CA 92626**

\_\_\_\_\_  
Address

(714) 433-7185  
Telephone Number

May 16, 2011 133297  
Date

\*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

#### Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X** /s/ Gary F. Roth, Jr.  
Signature of Authorized Individual

Gary F. Roth, Jr.  
Printed Name of Authorized Individual

Principal  
Title of Authorized Individual

May 16, 2011  
Date

#### Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

**X** \_\_\_\_\_  
Signature of Foreign Representative

\_\_\_\_\_  
Printed Name of Foreign Representative

\_\_\_\_\_  
Date

#### Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

\_\_\_\_\_  
Printed Name and title, if any, of Bankruptcy Petition Preparer

\_\_\_\_\_  
Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
Address

**X** \_\_\_\_\_  
Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.*

**STATEMENT OF RELATED CASES**  
**INFORMATION REQUIRED BY LOCAL BANKRUPTCY RULE 1015-2**  
**UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA**

1. A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, his/her spouse, his or her current or former domestic partner, an affiliate of the debtor, any copartnership or joint venture of which debtor is or formerly was a general or limited partner, or member, or any corporation of which the debtor is a director, officer, or person in control, as follows: (Set forth the complete number and title of each such of prior proceeding, date filed, nature thereof, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A that was filed with any such prior proceeding(s).)

**Debtors: Gary F. Roth and Michelle B. Roth**  
**Central District of California**  
**filed: 3/23/**

2. (If petitioner is a partnership or joint venture) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor or an affiliate of the debtor, or a general partner in the debtor, a relative of the general partner, general partner of, or person in control of the debtor, partnership in which the debtor is a general partner, general partner of the debtor, or person in control of the debtor as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of the proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A that was filed with any such prior proceeding(s).)

**None.**

3. (If petitioner is a corporation) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, or any of its affiliates or subsidiaries, a director of the debtor, an officer of the debtor, a person in control of the debtor, a partnership in which the debtor is general partner, a general partner of the debtor, a relative of the general partner, director, officer, or person in control of the debtor, or any persons, firms or corporations owning 20% or more of its voting stock as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A that was filed with any such prior proceeding(s).)

**None.**

4. (If petitioner is an individual) A petition under the Bankruptcy Reform Act of 1978, including amendments thereof, has been filed by or against the debtor within the last 180 days: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A that was filed with any such prior proceeding(s).)

**None.**

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed at Costa Mesa, California.

/s/ Gary F. Roth, Jr.

Gary F. Roth, Jr.

Dated May 16, 2011

Debtor

Joint Debtor

**United States Bankruptcy Court**  
**Central District of California**

In re **Full House Enterprises, Inc.**,  
Debtor

Case No. \_\_\_\_\_

Chapter **7**

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	<b>Yes</b>	<b>1</b>	<b>0.00</b>		
B - Personal Property	<b>Yes</b>	<b>3</b>	<b>20.00</b>		
C - Property Claimed as Exempt	<b>No</b>	<b>0</b>			
D - Creditors Holding Secured Claims	<b>Yes</b>	<b>1</b>		<b>0.00</b>	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	<b>Yes</b>	<b>1</b>		<b>0.00</b>	
F - Creditors Holding Unsecured Nonpriority Claims	<b>Yes</b>	<b>3</b>		<b>26,893.00</b>	
G - Executory Contracts and Unexpired Leases	<b>Yes</b>	<b>1</b>			
H - Codebtors	<b>Yes</b>	<b>1</b>			
I - Current Income of Individual Debtor(s)	<b>No</b>	<b>0</b>			<b>N/A</b>
J - Current Expenditures of Individual Debtor(s)	<b>No</b>	<b>0</b>			<b>N/A</b>
Total Number of Sheets of ALL Schedules		<b>11</b>			
Total Assets			<b>20.00</b>		
Total Liabilities				<b>26,893.00</b>	

**United States Bankruptcy Court  
Central District of California**

In re **Full House Enterprises, Inc.**,  
Debtor

Case No. \_\_\_\_\_

Chapter **7**

**STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)**

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

**This information is for statistical purposes only under 28 U.S.C. § 159.**

**Summarize the following types of liabilities, as reported in the Schedules, and total them.**

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	
Student Loan Obligations (from Schedule F)	
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	
<b>TOTAL</b>	

**State the following:**

Average Income (from Schedule I, Line 16)	
Average Expenses (from Schedule J, Line 18)	
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20 )	

**State the following:**

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column		
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		
4. Total from Schedule F		
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		



B6A (Official Form 6A) (12/07)

In re Full House Enterprises, Inc.

Case No. \_\_\_\_\_

Debtor

## SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
--------------------------------------	---	------------------------------------	--	-------------------------

None

Sub-Total > **0.00** (Total of this page)

Total > **0.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

In re **Full House Enterprises, Inc.**

Case No. \_\_\_\_\_

Debtor

## SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Checking Account at Bank of America	-	20.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > **20.00**  
(Total of this page)

2 continuation sheets attached to the Schedule of Personal Property

In re **Full House Enterprises, Inc.**

Case No. \_\_\_\_\_

Debtor

## SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	<b>X</b>			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	<b>X</b>			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	<b>X</b>			
14. Interests in partnerships or joint ventures. Itemize.	<b>X</b>			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	<b>X</b>			
16. Accounts receivable.	<b>X</b>			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	<b>X</b>			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	<b>X</b>			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	<b>X</b>			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	<b>X</b>			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	<b>X</b>			

Sub-Total > **0.00**  
(Total of this page)

Sheet 1 of 2 continuation sheets attached  
to the Schedule of Personal Property

In re **Full House Enterprises, Inc.**

Case No. \_\_\_\_\_

Debtor

## SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	<b>X</b>			
23. Licenses, franchises, and other general intangibles. Give particulars.	<b>X</b>			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	<b>X</b>			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	<b>X</b>			
26. Boats, motors, and accessories.	<b>X</b>			
27. Aircraft and accessories.	<b>X</b>			
28. Office equipment, furnishings, and supplies.	<b>X</b>			
29. Machinery, fixtures, equipment, and supplies used in business.	<b>X</b>			
30. Inventory.	<b>X</b>			
31. Animals.	<b>X</b>			
32. Crops - growing or harvested. Give particulars.	<b>X</b>			
33. Farming equipment and implements.	<b>X</b>			
34. Farm supplies, chemicals, and feed.	<b>X</b>			
35. Other personal property of any kind not already listed. Itemize.	<b>X</b>			

Sub-Total > **0.00**  
(Total of this page)  
Total > **20.00**

(Report also on Summary of Schedules)

Sheet 2 of 2 continuation sheets attached  
to the Schedule of Personal Property

B6D (Official Form 6D) (12/07)

In re **Full House Enterprises, Inc.**

Case No. \_\_\_\_\_

Debtor

## SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.								
			Value \$					
Account No.								
			Value \$					
Account No.								
			Value \$					
Account No.								
			Value \$					
Subtotal (Total of this page)								
Total (Report on Summary of Schedules)							<b>0.00</b>	<b>0.00</b>

0 continuation sheets attached

**Exhibit 2**

In re **Full House Enterprises, Inc.**

Case No. \_\_\_\_\_

Debtor

## SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

### TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

#### ☐ Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

#### ☐ Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

#### ☐ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

#### ☐ Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

#### ☐ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

#### ☐ Deposits by individuals

Claims of individuals up to \$2,600\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

#### ☐ Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

#### ☐ Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

#### ☐ Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6F (Official Form 6F) (12/07)

In re **Full House Enterprises, Inc.**

Case No. \_\_\_\_\_

Debtor

## SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R  H U S B A N D W I F E J O I N T C O M M U N I T Y	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.  <b>Acapulco Inn Holdings, LLC CO Thomas M. Wilford, Esq. 575 Elm Avenue, Suite 18 Long Beach, CA 90802</b>	-	<b>Business Debt</b>				<b>0.00</b>
Account No. <b>xxxx-xxxxxx-x2009</b>  <b>American Express Customer Service PO Box 981535 El Paso, TX 79998-1531</b>	-	<b>Business Debt</b>				<b>23,917.00</b>
Account No.  <b>Aristes Gascon CO Thomas M. Wilford, Esq. 575 Elm Avenue, Suite 18 Long Beach, CA 90802</b>	-	<b>Business Debt</b>				<b>0.00</b>
Account No. <b>xxxx3764</b>  <b>Belmont Station CO Anthony W. Trujillo, Esq. 1601 Pacific Coast Highway, Ste 290 Hermosa Beach, CA 90254</b>	-	<b>Disputed Business Debt</b>			<b>X</b>	<b>0.00</b>
Subtotal (Total of this page)						<b>23,917.00</b>

2 continuation sheets attached

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.		-	Legal Fees			0.00
Cottone Law 5000 Birch Street West Tower, #3000 Newport Beach, CA 92660						
Account No.		-	Business Debt			0.00
Donald Heckman 5283 E. 2nd Street Long Beach, CA 90802						
Account No.		-	Business Debt			0.00
Gene Rotondo CO Thomas M. Wilford, Esq. 575 Elm Avenue, Suite 18 Long Beach, CA 90802						
Account No.		-	Business Debt			0.00
Jerome Chiaro 1806 Knoxville Avenue Long Beach, CA 90815						
Account No. xxxx-xxxxxx-x2009		-	Duplicate for American Express			0.00
NationWide Credit, Inc. 2015 Vaughn Road NW Suite 400 Kennesaw, GA 30144-7802						
Sheet no. <u>1</u> of <u>2</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims			Subtotal (Total of this page)			0.00



In re Full House Enterprises, Inc., Case No. \_\_\_\_\_  
Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.						
<b>Stephen's &amp; Kray</b> <b>5000 Birch Street #410</b> <b>Newport Beach, CA 92660</b>	-	<b>Legal Fees</b>				<b>2,976.00</b>
Account No.						
<b>Timothy D. Moriarty, an Individual</b> <b>CO Thomas M. Wilford, Esq.</b> <b>575 Elm Avenue, Suite 18</b> <b>Long Beach, CA 90802</b>	-	<b>Business Debt</b>				<b>0.00</b>
Account No.						
<b>Timothy D. Moriarty, as Trustee</b> <b>CO Thomas M. Wilford, Esq.</b> <b>575 Elm Avenue, Suite 18</b> <b>Long Beach, CA 90802</b>	-	<b>Business Debt</b>				<b>0.00</b>
Account No.						
Account No.						
Sheet no. <u>2</u> of <u>2</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						<b>Subtotal</b> (Total of this page)  <b>Total</b> (Report on Summary of Schedules)
						<b>2,976.00</b>
						<b>26,893.00</b>

In re Full House Enterprises, Inc.

Case No. \_\_\_\_\_

Debtor

## SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,  
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.  
State whether lease is for nonresidential real property.  
State contract number of any government contract.

In re Full House Enterprises, Inc.

Case No. \_\_\_\_\_

Debtor

## SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

0

continuation sheets attached to Schedule of Codebtors

**United States Bankruptcy Court  
Central District of California**

In re **Full House Enterprises, Inc.**

Debtor(s)

Case No.  
Chapter

**7**

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I, the Principal of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **13** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date **May 16, 2011**

Signature **/s/ Gary F. Roth, Jr.**

**Gary F. Roth, Jr.**  
**Principal**

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.

United States Bankruptcy Court  
Central District of California

In re Full House Enterprises, Inc.

Debtor(s)

Case No.

Chapter

7

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

**"In business."** A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

**"Insider."** The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

**1. Income from employment or operation of business**

None

☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

**\$0.00**

**\$0.00**

**\$43,674.00**

SOURCE

**2011 YTD: Corporation Income**

**2010: Corporation Income**

**2009: Corporation Loss**

**2. Income other than from employment or operation of business**

None

☒

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

### 3. Payments to creditors

None ☒ Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None ☒ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850\*. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
------------------------------	---------------------------------	---	--------------------

None ☒ c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
--	-----------------	-------------	--------------------

### 4. Suits and administrative proceedings, executions, garnishments and attachments

None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
<b>Aristides Gason, timothy D. Moriarty, Trustee of the Moriarty Revocable Living Trust, Gene Rotondo vs. Gary F. Roth, Jr., et al. Case No.: NC055596</b>	<b>Breach of Contract; specific performance</b>	<b>Superior Court of California, County of Los Angeles, South District</b>	<b>Pending</b>
<b>Aristides Gascon, Timothy D. Moriarty et al. vs. Gary F. Roth, Jr., Michelle Roth Case No.:</b>	<b>Complaint for Beach of Promissory Note, open book account</b>	<b>Superior Court of California, County of Long Beach, South District</b>	<b>Pending</b>
<b>Belmont Station v. Gary Roth, Michelle Roth Case No.: NC053764</b>	<b>Breach of Contract</b>	<b>Superior Court of California, County of Los Angeles, San Pedro Branch</b>	<b>Settled, case dismissed</b>

None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

\* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
---	-----------------	--------------------------------------

#### 5. Repossessions, foreclosures and returns

None ☐ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
---	--	--------------------------------------

#### 6. Assignments and receiverships

None ☐ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
------------------------------	-----------------------	-----------------------------------

None ☐ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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#### 7. Gifts

None ☐ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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#### 8. Losses

None ☐ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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### 9. Payments related to debt counseling or bankruptcy

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Weber Firman 1503 South Coast Drive Suite 209 Costa Mesa, CA 92626		\$1,500.00

### 10. Other transfers

- None ☐ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Dogz, LLC  Outsider	2/5/11	Sold Full House Enterprises, Inc.'s 65% interest in CNR Holdings, LLC for \$80,000.00 worth of Debt & a four month consulting contract at \$5,000.00/month
John Turley  Outsider	12/17/10	Full House Enterprises, Inc. sold it's 45% interest in Acapulco Inn Holdings, LLC for \$160,000.00. Payment was a combination of case and forgiveness of personal loans fm Turley's to Roth fm. June 2010- December 2010.

- None ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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### 11. Closed financial accounts

- None ☒ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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## 12. Safe deposit boxes

- None ☐ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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## 13. Setoffs

- None ☐ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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## 14. Property held for another person

- None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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## 15. Prior address of debtor

- None ☐ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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## 16. Spouses and Former Spouses

- None ☐ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

## 17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☒ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☒ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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#### 18. Nature, location and name of business

- None ☐ a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

*If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.*

*If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.*

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Belmont Station	20-4303267	5300 E. 2nd Street Long Beach, CA 90803	Restaurant	8/06 - 1/10
Evo Lounge		5300 E. 2nd Street Long Beach, CA 90803	Restaurant	1/10 - 1/29/11
Acapulco Inn	26-1953728	5283 E. 2nd Street Long Beach, CA 90803	Beer Bar	6/08 - 12/10

- None ☒ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

#### 19. Books, records and financial statements

- None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS  
**Stephen G. Gaulick**  
**8081 Stanton Avenue #204**  
**Buena Park, CA 90620**

DATES SERVICES RENDERED  
**Taxes for last 10 years**

None ☒ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME ADDRESS DATES SERVICES RENDERED

None ☒ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME ADDRESS

None ☒ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS DATE ISSUED

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**20. Inventories**

None ☒ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY INVENTORY SUPERVISOR DOLLAR AMOUNT OF INVENTORY  
(Specify cost, market or other basis)

None ☒ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY  
RECORDS

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**21. Current Partners, Officers, Directors and Shareholders**

None ☒ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS NATURE OF INTEREST PERCENTAGE OF INTEREST

None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
<b>Gary F. Roth, Jr.</b>	<b>President</b>	<b>50%</b>
<b>Michelle B. Roth</b>	<b>Secretary</b>	<b>50%</b>

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**22. Former partners, officers, directors and shareholders**

None ☒ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME ADDRESS DATE OF WITHDRAWAL

None ☐ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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#### 23. Withdrawals from a partnership or distributions by a corporation

None ☐ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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#### 24. Tax Consolidation Group.

None ☐ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
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#### 25. Pension Funds.

None ☐ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------	--------------------------------------

### DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date May 16, 2011

Signature /s/ Gary F. Roth, Jr.  
Gary F. Roth, Jr.  
Principal

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571*

Form B203 - Disclosure of Compensation of Attorney for Debtor - (1/88)

1998 USBC, Central District of California

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re  <b>Full House Enterprises, Inc.</b>   <div style="text-align: right;">Debtor.</div>	Case No.:   <div style="text-align: center; padding-top: 20px;"> <b>DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR</b> </div>

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept .....	\$	<u><b>1,500.00</b></u>
Prior to the filing of this statement I have received .....	\$	<u><b>1,500.00</b></u>
Balance Due .....	\$	<u><b>0.00</b></u>

2. \$ **299.00** of the filing fee has been paid.

3. The source of the compensation paid to me was:

☒ Debtor      ☐ Other (specify):

4. The source of compensation to be paid to me is:

☒ Debtor      ☐ Other (specify):

5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
  - b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
  - c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
  - d. [Other provisions as needed]

**Exemption planning; preparation and filing of reaffirmation agreements**

7. By agreement with the debtor(s), the above-disclosed fee does not include the following services  
**Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.**

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

May 16, 2011*Date*/s/ Joseph A. WeberJoseph A. Weber 133297*Signature of Attorney*Weber Firman*Name of Law Firm*1503 South Coast DriveSuite 209Costa Mesa, CA 92626(714) 433-7185

Attorney or Party Name, Address, Telephone & FAX Number, and California State Bar No. <b>Joseph A. Weber</b> <b>1503 South Coast Drive</b> <b>Suite 209</b> <b>Costa Mesa, CA 92626</b> <b>(714) 433-7185</b> California State Bar No.: <b>133297</b> <i>Attorney for Debtor</i>	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA</b>	
In re: <b>Full House Enterprises, Inc.</b>	CHAPTER <u>7</u> CASE NUMBER
Debtor.	(No Hearing Required)

**DECLARATION RE: LIMITED SCOPE OF APPEARANCE  
PURSUANT TO LOCAL BANKRUPTCY RULE 2090-1**

TO THE COURT, THE DEBTOR, THE TRUSTEE (if any), AND THE UNITED STATES TRUSTEE:

1. I am the attorney for the Debtor in the above-captioned bankruptcy case.
2. On (*specify date*) \_\_, I agreed with the Debtor that for a fee of \$ 1,500.00, I would provide only the following services:
  - a. ☒ Prepare and file the Petition and Schedules
  - b. ☒ Represent the Debtor at the 341(a) Hearing
  - c. ☐ Represent the Debtor in any relief from stay actions
  - d. ☐ Represent the Debtor in any proceeding involving an objection to Debtor's discharge pursuant to 11 U.S.C. § 727
  - e. ☐ Represent the Debtor in any proceeding to determine whether a specific debt is nondischargeable under 11 U.S.C. § 523
  - f. ☐ Other (*specify*):
3. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed on the following date at the city set forth in the upper left-hand corner of this page.

Dated: **May 16, 2011**

**Weber Firman**

*Law Firm Name*

I HEREBY APPROVE THE ABOVE:

By: /s/ Joseph A. Weber

/s/ Gary F. Roth, Jr.

*Signature of Debtor*

Name: Joseph A. Weber 133297

*Attorney for Debtor*

**MASTER MAILING LIST**  
**Verification Pursuant to Local Bankruptcy Rule 1007-2(d)**

Name Joseph A. Weber 133297

Address 1503 South Coast Drive Suite 209 Costa Mesa, CA 92626

Telephone (714) 433-7185

- ☒ Attorney for Debtor(s)  
☐ Debtor in Pro Per

<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b>	
List all names including trade names used by Debtor(s) within last 8 years: <b>Full House Enterprises, Inc.</b>	Case No.:
	Chapter: <b>7</b>

**VERIFICATION OF CREDITOR MAILING LIST**

The above named debtor(s), or debtor's attorney if applicable, do hereby certify under penalty of perjury that the attached Master Mailing List of creditors, consisting of 2 sheet(s) is complete, correct, and consistent with the debtor's schedules pursuant to Local Rule 1007-2(d) and I/we assume all responsibility for errors and omissions.

Date: May 16, 2011

/s/ Gary F. Roth, Jr.  
**Gary F. Roth, Jr./Principal**  
Signer/Title

Date: May 16, 2011

/s/ Joseph A. Weber  
Signature of Attorney  
**Joseph A. Weber 133297**  
**Weber Firman**  
**1503 South Coast Drive**  
**Suite 209**  
**Costa Mesa, CA 92626**  
**(714) 433-7185**



Full House Enterprises, Inc.  
3102 Lilly Avenue  
Los Alamitos, CA 90720

Joseph A. Weber  
Weber Firman  
1503 South Coast Drive  
Suite 209  
Costa Mesa, CA 92626

Acapulco Inn Holdings, LLC  
CO Thomas M. Wilford, Esq.  
575 Elm Avenue, Suite 18  
Long Beach, CA 90802

American Express  
Customer Service  
PO Box 981535  
El Paso, TX 79998-1531

Aristes Gascon  
CO Thomas M. Wilford, Esq.  
575 Elm Avenue, Suite 18  
Long Beach, CA 90802

Belmont Station  
CO Anthony W. Trujillo, Esq.  
1601 Pacific Coast Highway, Ste 290  
Hermosa Beach, CA 90254

Cottone Law  
5000 Birch Street  
West Tower, #3000  
Newport Beach, CA 92660

Donald Heckman  
5283 E. 2nd Street  
Long Beach, CA 90802

Gene Rotondo  
CO Thomas M. Wilford, Esq.  
575 Elm Avenue, Suite 18  
Long Beach, CA 90802

Jerome Chiaro  
1806 Knoxville Avenue  
Long Beach, CA 90815

NationWide Credit, Inc.  
2015 Vaughn Road NW  
Suite 400  
Kennesaw, GA 30144-7802

Stephen's & Kray  
5000 Birch Street #410  
Newport Beach, CA 92660

Timothy D. Moriarty, an Individual  
CO Thomas M. Wilford, Esq.  
575 Elm Avenue, Suite 18  
Long Beach, CA 90802

Timothy D. Moriarty, as Trustee  
CO Thomas M. Wilford, Esq.  
575 Elm Avenue, Suite 18  
Long Beach, CA 90802

Attorney or Party Name, Address, Telephone & FAX Number, and California State Bar Number <b>Joseph A. Weber</b> <b>1503 South Coast Drive</b> <b>Suite 209</b> <b>Costa Mesa, CA 92626</b> <b>(714) 433-7185</b> California State Bar Number: <b>133297</b>  <i>Attorney for Debtor</i>	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA</b>	
In re:  <b>Full House Enterprises, Inc.</b>     Debtor(s), Plaintiff(s), Defendant(s).	CASE NO.: ADV. NO.: CHAPTER: <b>7</b>

### Corporate Ownership Statement Pursuant to FRBP 1007(a)(1) and 7007.1, and LBR 1007-4

*Pursuant to FRBP 1007(a)(1) and 7007.1, and LBR 1007-4, any corporation, other than a governmental unit, that is a debtor in a voluntary case or a party to an adversary proceeding or a contested matter shall file this statement identifying all its parent corporations and listing any publicly held company, other than a governmental unit, that directly or indirectly own 10% or more of any class of the corporation's equity interest, or state that there are no entities to report. This Corporate Ownership Statement must be filed with the initial pleading filed by a corporate entity in a case or adversary proceeding. A supplemental statement must promptly be filed upon any change in circumstances that renders this Corporate Ownership Statement inaccurate.*

I, **Joseph A. Weber 133297**, the undersigned in the above-captioned case, hereby declare  
(Print Name of Attorney or Declarant)

under penalty of perjury under the laws of the United States of America that the following is true and correct:

**[Check the appropriate boxes and, if applicable, provide the required information.]**

1. I have personal knowledge of the matters set forth in this Statement because:
- ☐ I am the president or other officer or an authorized agent of the debtor corporation
- ☐ I am a party to an adversary proceeding
- ☐ I am a party to a contested matter
- ☒ I am the attorney for the debtor corporation
- 2.a. ☐ The following entities, other than the debtor or a governmental unit, directly or indirectly own 10% or more of any class of the corporation's(s') equity interests:  
[For additional names, attach an addendum to this form.]
- b. ☒ There are no entities that directly or indirectly own 10% or more of any class of the corporation's equity interest.

/s/ Joseph A. Weber  
Signature of Attorney or Declarant

May 16, 2011  
Date

Joseph A. Weber 133297  
Printed Name of Attorney or Declarant

## **Exhibit 3**

## **Belmont Claim**

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA		PROOF OF CLAIM
Name of Debtor: <b>FULL HOUSE ENTERPRISES, INC.</b>		Case Number: <b>8:11-bk-16969-CB</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>BELMONT STATION, INC.</b>		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> <u>Eight (8)</u> (If known)  <b>Filed on:</b> <u>07/16/2012</u>
Name and address where notices should be sent: <b>Belmont Station, Inc.</b>  c/o Anthony W. Trujillo, Esq. 2919 1/2 Main Street, Santa Monica, CA 90405  Telephone number: <b>(310) 210-9302</b>		
Name and address where payment should be sent (if different from above):  <b>same as above</b>  Telephone number:		
<b>1. Amount of Claim as of Date Case Filed:</b> <u>\$ 477,844.31 plus accruing interest, attorneys fees and costs</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
<b>2. Basis for Claim:</b> <u>Judgment, Preliminary Injunction, Temporary Protective Order and (See instruction #2 on reverse side.) Charging Order</u>		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</b>  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507(a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507(a)(5)  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507(a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507(a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507(a)(____).  <b>Amount entitled to priority:</b>  \$ _____  <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____  <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)		
<b>4. Secured Claim</b> (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other <b>Describe:</b> <u>All assets of Full House Enterprises, Inc. (see attached)</u>  <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate</b> <u>10 %</u>  <b>Amount of arrearage and other charges as of time case filed included in secured claim, if any:</b> \$ _____ <b>Basis for perfection:</b> <u>Court Order</u>  <b>Amount of Secured Claim:</b> <u>\$ 477,844.31</u> <b>Amount Unsecured:</b> \$ _____		
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
<b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		
Date: <u>12/10/2015</u>	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.    <u>/s/Robert P. Goe</u>	
		<b>FOR COURT USE ONLY</b>

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

**ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM****Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the

claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).** If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**INFORMATION****Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the fact value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

DATE: 01/03/12

DEPT. SP88A

HONORABLE MICHELE E. FLURER

JUDGE

A. ESPINOSA

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

M. VALENCIA

Deputy Sheriff

R. TORREZ CSR#7604

Reporter

10:00 am

NC053764

Plaintiff

Counsel

NO APPEARANCE

BELMONT STATION

VS

Defendant

FULL HOUSE ENTERPRISES, INC.

Counsel

NO APPEARANCE

DISPO 10-14-10

**NATURE OF PROCEEDINGS:**

ORDER TO SHOW CAUSE RE STATUS OF BANKRUPTCY

The matter is called for hearing.

There is no appearance by the Plaintiff nor the Defendant.

The Court granted Plaintiff's request. The Court held a subsequent status conference this date to confirm relief from bankruptcy stay.

It is ordered that Plaintiff's application for a preliminary injunction is granted.

It is further ordered that Defendant Full House Enterprises, Inc. and it's employees, agents and persons acting with them or on their behalf, are prohibited from transferring its assets, including, but not limited to, Full House Enterprises, Inc.'s interest in the liquor license of CNR Holdings, LLC. until further order of the Court or final resolution of the claims set forth in the complaint. Plaintiff is required to post an undertaking of \$5000.00 pursuant to CCP 529 within 5 days of service.

DATE: 01/03/12

DEPT. SP88A

HONORABLE MICHELE E. FLURER

JUDGE

A. ESPINOSA

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

M. VALENCIA

Deputy Sheriff

R. TORREZ CSR#7604

Reporter

10:00 am

NC053764

Plaintiff

Counsel

NO APPEARANCE

BELMONT STATION

VS

Defendant

FULL HOUSE ENTERPRISES, INC.

Counsel

NO APPEARANCE

DISPO 10-14-10

**NATURE OF PROCEEDINGS:**

**CLERK'S CERTIFICATE OF MAILING/  
NOTICE OF ENTRY OF ORDER**

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that this date I served Notice of Entry of the above minute order of 01/03/12 upon each party or counsel named below by depositing in the United States mail at the courthouse in San Pedro, California, one copy of the original entered herein in a separate sealed envelope for each, addressed as shown below with the postage thereon fully prepaid.

Date: 01/04/12

John A. Clarke, Executive Officer/Clerk

By: \_\_\_\_\_

A. Espinosa

ANTHONY W. TRUJILLO  
1601 Pacific Coast Highway  
Suite 290  
Hermosa Beach, CA 90254



DATE: 01/03/12		DEPT. SP88A	
HONORABLE MICHELE E. FLURER	JUDGE	A. ESPINOSA	DEPUTY CLERK
HONORABLE	JUDGE PRO TEM	ELECTRONIC RECORDING MONITOR	
M. VALENCIA	Deputy Sheriff	R. TORREZ CSR#7604	Reporter

10:00 am	NC053764	Plaintiff	
	BELMONT STATION	Counsel	NO APPEARANCE
	VS	Defendant	
	FULL HOUSE ENTERPRISES, INC.	Counsel	NO APPEARANCE
	DISPO 10-14-10		

NATURE OF PROCEEDINGS:

FULL HOUSE ENTERPRISES, INC.  
3102 Lilly Ave.  
Long Beach, CA 90808

MINUTES ENTERED 01/03/12 COUNTY CLERK
---

**GOE & FORSYTHE, LLP**

Robert P. Goe  
California State Bar No. .137019

18101 Von Karman Avenue, Suite 510  
Irvine, CA 92612  
(949) 798-2460

Direct Dial (949) 798-2461  
Facsimile (949) 955-9437  
[rgoe@goeforlaw.com](mailto:rgoe@goeforlaw.com)

May 29, 2015

**Via Email: [rodea@shbllp.com](mailto:rodea@shbllp.com)**

Ryan O'Dea, Esq.  
SHULMAN HODGES BASTIAN, LLP  
100 Spectrum Center Drive  
Suite 600  
Irvine, CA 92618

**Re: Full House Enterprises, Inc. ("Debtor")  
U.S.B.C Case No. 8:11-bk-16969-CB**

Dear Ryan:

Pursuant to our calls and emails, please see below the undisputed authorities showing that Belmont Station, Inc. ("BSI") is a secured creditor in the Debtor's Bankruptcy Case. The Code defines "lien" broadly to include any "charge against or interest in property to secure payment of a debt or performance of an obligation." 11 U.S.C. § 101(37). And the Code further provides that "[a]n allowed claim of a creditor secured by a lien on property in which the estate has an interest . . . is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property . . . ." 11 U.S.C. § 506(a)(1). As set forth below, BSI has taken numerous actions, prepetition and postpetition (after relief from stay was granted), that created liens under California law and are therefore enforceable in the Bankruptcy Case.

As you know, the Debtor owns a 45% interest in Acapulco Inn Holdings, LLC ("AIH"), which operates a bar in Long Beach called the Acapulco Inn. We are working on the financial information. The Debtor also owns the Liquor License in the name of Acapulco Inn.

On November 12, 2009, BSI filed a complaint ("Complaint") against the Debtor, among others, for breach of contract, fraud, and other causes of action, which initiated the state court action, Case No. NC053764 ("State Court Action"), pending in the Superior Court for the State of California, County of Los Angeles ("State Court").

On March 9, 2011, the State Court entered a Temporary Protective Order ("TPO") against Debtor pursuant to Cal. Code Civ. Proc. § 483.010. A copy of the TPO is attached hereto as **Exhibit "1"**. The property subject to the TPO includes: "Any property for which a method of levy is provided by law, including Full House Enterprises, Inc.'s ownership or membership interest in other business entities."

Under California law, the service of the TPO upon the Debtor created a lien upon any property, or the proceeds thereof, which were described in the TPO. Cal. Code Civ. Proc. 486.110 provides that:

**Exhibit 3**

Ryan O'Dea, Esq.  
May 29, 2015  
Page 2

The service upon the defendant of a temporary protective order pursuant to Section 486.080 creates a lien upon any property, or the proceeds thereof, which is described in the order, is owned by the defendant at the time of such service, and is subject to attachment pursuant to this title.

Cal. Code Civ. Proc. § 486.110(a).

Thereafter, on May 2, 2011, BSI filed an Ex Parte Application for a Temporary Restraining Order ("TRO Application"). That same day a hearing was held, following which the State Court entered on May 2, 2011 an Order granting the TRO Application ("TRO"). A copy of the TRO is attached hereto as **Exhibit "2"**. The TRO "restrain[s] and enjoin[s] [Debtor] and it's employees, agents, and persons acting with them or on their behalf, from transferring it's remaining assets, including, but not limited to, [Debtor's] interest in the liquor license of CNR Holdings, LLC." The TRO also set a further hearing on May 19, 2011 on (i) whether to issue a preliminary injunction against Debtor, and (ii) why the State Court should not sanction Debtor \$1,000 and order it to pay BSI's attorney's fees related to the TRO Application.

On May 16, 2011, before the hearing could be held on May 19, 2011, Debtor filed in the above referenced Bankruptcy Case.

On December 13, 2011, and after the former trustee stipulated to relief from stay, the Court entered an order granting BSI relief from stay.

On November 26, 2012, BSI obtained a stipulated judgment ("Judgment") against Debtor in the amount of \$275,000. A copy of the Judgment is attached hereto as **Exhibit "3"**. After obtaining the Judgment, Belmont moved under California Code of Civil Procedure § 708.310 for a Charging Order against the Debtor's membership interest in AIH, which provides:

If a money judgment is rendered against a partner or member but not against the partnership or limited liability company, the judgment debtor's interest in the partnership or limited liability company may be applied toward the satisfaction of the judgment by an order charging the judgment debtor's interest pursuant to Section 15907.3, 16504, or 17705.03 of the Corporations Code.

Cal. Code Civ. Proc. § 708.310.

Again, the Judgment was against Debtor, a member of AIH. Thus, Debtor's interest in AIH could be applied toward the satisfaction of the Judgment.

By serving the Motion for the Charging Order on Debtor and members of AIH, a lien was created against the Debtor's interest in AIH pursuant to CCP §708.320, which provides as follows:

Ryan O'Dea, Esq.  
May 29, 2015  
Page 3

(a) A lien on a judgment debtor's interest in a partnership or limited liability company is created by service of a notice of motion for a charging order on the judgment debtor and on either of the following:

- (1) All partners or the partnership.
- (2) All members or the limited liability company.

(b) If a charging order is issued, the lien created pursuant to subdivision (a) continues under the terms of the order. If issuance of the charging order is denied, the lien is extinguished. (emphasis added)

Cal. Code Civ. Proc. § 708.320.

On December 31, 2013, the Los Angeles Superior Court entered a Charging Order against Debtor's interest in AIH. A copy of the Charging Order is attached hereto as **Exhibit "4"**. The lien continues under the terms of the Charging Order until such time as it has been satisfied. BSI has received no payment on the Stipulated Judgment.

As set forth in Corporations Code § 17705.03(a) the Charging Order constitutes a lien on Debtor's interest in AIH:

On application by a judgment creditor of a member or transferee, a court may enter a charging order against the transferable interest of the judgment debtor for the unsatisfied amount of the judgment. A charging order constitutes a lien on a judgment debtor's transferable interest and requires the limited liability company to pay over to the person to which the charging order was issued any distribution that would otherwise be paid to the judgment debtor.

Cal. Corp. Code § 17705.03(a).

Thus, based upon the above, BSI is a secured creditor of the estate. Once you have received, let's discuss proceeding forward with the sale motion providing BSI a credit for its lien.

Very truly yours,

GOE & FORSYTHE, LLP

By: 

Robert P. Goe

RPG/dwr  
cc: Client

EXHIBIT 1

EXHIBIT 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State & County): <b>Anthony W. Trujillo (Bar. No. 248860)</b> <b>1601 P.C.H, Suite 290</b> <b>Hermosa Beach, CA 90254</b> TELEPHONE NO.: <b>310.372.1009</b> FAX NO. (Optional): <b>310.372.1029</b> E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): <b>Plaintiff Belmont Station, Inc.</b>		<b>FOR COURT USE ONLY</b>  <b>CONFORMED COPY</b> <b>ORIGINAL FILED</b> Superior Court of California County of Los Angeles  <b>MAR 09 2011</b>  <b>John A. Clarke, Executive Officer/Clerk</b> By <u>Corper</u> Deputy
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles</b> STREET ADDRESS: <b>505 South Centre Street</b> MAILING ADDRESS: <b>Same</b> CITY AND ZIP CODE: <b>San Pedro,</b> BRANCH NAME: <b>South District - San Pedro Courthouse</b>		
PLAINTIFF: <b>Belmont Station, Inc.</b>  DEFENDANT: <b>Full House Enterprises, Inc.</b>		
<b>TEMPORARY PROTECTIVE ORDER</b>		
		CASE NUMBER: <b>NC053764</b>

1. The court has considered the application of plaintiff for
- ☐ a right to attach order, order for issuance of writ of attachment pursuant to chapter 4 (beginning with Code Civ. Proc., § 484.010), and a temporary protective order.
  - ☒ an ex parte right to attach order and order for issuance of writ of attachment under Chapter 5 (beginning with Code Civ. Proc., § 485.010).

### FINDINGS

2. THE COURT FINDS
- Defendant is a ☐ natural person ☐ partnership ☐ unincorporated association ☒ corporation  
☐ other (specify):
  - The amount sought to be secured by the attachment under the application for the right to attach is: **\$ 250,000<sup>00</sup>**
  - The claim upon which the application for attachment is based is one upon which an attachment may be issued under  
☒ Code of Civil Procedure section 483.010 ☐ Welfare and Institutions Code section 15657.01.
  - Plaintiff has established the probable validity of the claim upon which the application for the attachment is based.
  - The order is not sought for a purpose other than the recovery upon the claim upon which the application for the attachment is based.
  - Great or irreparable injury to the plaintiff will result if this order is not issued, based on the following:
    - ☒ There is a danger that the property sought to be attached would be
      - ☒ concealed
      - ☒ substantially impaired in value.
      - ☒ made unavailable to levy by other than concealment or substantial impairment in value.
    - ☐ Defendant has failed to pay the debt underlying the requested attachment and is insolvent as defined in Code of Civil Procedure section 485.010(b)(2).
    - ☐ A bulk sales notice was recorded and published pursuant to division 6 (beginning with section 6101) of the Commercial Code with respect to a bulk transfer by the defendant.
    - ☐ An escrow has been opened pursuant to the provisions of Business and Professions Code section 24074 with respect to the sale by the defendant of a liquor license. The liquor license number is:
    - ☐ Other circumstances:
  - ☐ The requirements of Code of Civil Procedure section 485.220 are satisfied, but a temporary protective order should issue instead of an ex parte right to attach order and order for issuance of writ of attachment.
  - Plaintiff must file an undertaking in the amount of: **\$ 10,000<sup>00</sup>** before a temporary protective order will issue, and plaintiff has filed an undertaking in that amount.
  - The property subject to the following order is:

Any property for which a method of levy is provided by law, including Full House Enterprises, Inc.'s ownership or membership interest in other business entities.

SHORT TITLE:

Main Document of 20 Page 79 of 101

CASE NUMBER:

Belmont Station, Inc. v. Full House Enterprises, Inc.

NC053764

2. j. ☐ The following property of defendant is inventory or farm products held for sale and may be transferred in the ordinary course of business (*specify*):

k. ☐ Other (*specify*):

## ORDER

## 3. THE COURT ORDERS

- a. Defendant shall not transfer, directly or indirectly, any interest in the property described in item 2i of the findings.
- b. ☐ Defendant shall not dispose of the proceeds of any transfer of inventory or farm products held for sale except under the following restrictions:

c. ☐ Other (*specify*):

- d. This order will expire at the earliest of the following times:
- (1) When plaintiff levies upon specific property described in this order;
- (2) After (date): MARCH 22, 2011; or
- (3) 40 days after the issuance of this order.

4. Number of pages attached: \_\_\_\_\_

Date: MARCH 9, 2011

JUDITH A. VANDER LANS

(TYPE OR PRINT NAME)

Judith A. Vander Lans

(SIGNATURE OF JUDICIAL OFFICER)

**NOTICE TO DEFENDANT:** An undertaking has been filed with the court by plaintiff. You may object to the undertaking.

- a. You may issue any number of checks against any of your accounts in a financial institution in this state in any amount for the following purposes:
- (1) Payment of any payroll expense (including fringe benefits and taxes and premiums for workers' compensation and unemployment insurance) falling due in the ordinary course of business prior to the levy of a writ of attachment.
- (2) Payment for goods thereafter delivered to you C.O.D. for use in your trade, business, or profession.
- (3) Payment of taxes if payment is necessary to avoid penalties which will accrue if there is any further delay in payment.
- (4) Payment of reasonable legal fees and reasonable costs and expenses required for your representation in the action.
- b. In addition, you may issue any number of checks for any purpose so long as the total amount of such checks does not exceed the greater of the following:
- (1) The amount by which the total amount on deposit exceeds the sum of the amount sought to be secured by the attachment and the amounts permitted to be paid pursuant to this notice.
- (2) One thousand dollars (\$1,000).
- c. If the property is farm products held for sale or is inventory, the temporary protective order may not prohibit you from transferring the property in the ordinary course of business, but may impose appropriate restrictions on the disposition of the proceeds from such transfer.

[SEAL]

## CLERK'S CERTIFICATE

I certify that the foregoing is a correct copy of the original on file in my office.

Date: \_\_\_\_\_

Clerk, by \_\_\_\_\_, Deputy

# EXHIBIT 2

# EXHIBIT 2



ANTHONY W. TRUJILLO (BAR NO. 248860)  
1601 Pacific Coast Highway, Suite 290  
Hermosa Beach, CA 90254  
Telephone: 310/372-1009  
Facsimile: 310/372-1029

**CONFORMED COPY**  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

MAY 02 2011

John A. Clarke, Executive Officer/Clerk  
By C. Carper, Deputy

Attorney for Plaintiff BELMONT STATION, INC.

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES – SOUTH DISTRICT**

BELMONT STATION, INC., a California  
corporation,

Plaintiff,

v.

FULL HOUSE ENTERPRISES, INC., a  
California corporation; GARY ROTH;  
CNR HOLDINGS, LLC, a California  
limited liability company (as both a direct  
defendant and as a nominal defendant for  
the derivative claims); and DOES 1 - 100,  
inclusive,

Defendants.

CASE NO.: NC053764

~~[PROPOSED]~~ ORDER

Date: May 2, 2011  
Time: 8:30 a.m.  
Dept: 85  
Judge: Hon. Judith A. Vanderhans  
Michael E. FLOER

Case Filed: November 12, 2009  
Trial Date: November 30, 2010

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The application of Plaintiff BELMONT STATION, INC. came on for hearing in Department 85 of this Court on May 2, 2011. Anthony W. Trujillo appeared on behalf of Plaintiff BELMONT STATION, INC. Having read the application and the declarations filed, and having heard argument of counsel, and satisfactory evidence having been presented,

The Court finds, adjudges and orders as follows:

1. Plaintiff's application is **GRANTED**;

2. Defendant FULL HOUSE ENTERPRISES, INC. is directed to show cause, why a preliminary injunction should not be granted enjoining Defendants, and their employees, agents, and persons acting with them or on their behalf directly or indirectly from transferring it's remaining assets, including, but not limited to, FULL HOUSE ENTERPRISES, INC.'S interest in the liquor license of CNR Holdings, LLC..

3. Temporary Restraining Order restraining and enjoining Defendant FULL HOUSE ENTERPRISES, INC. , and it's employees, agents, and persons acting with them or on their behalf, from transferring it's remaining assets, including, but not limited to, FULL HOUSE ENTERPRISES, INC.'S interest in the liquor license of CNR Holdings, LLC. and setting the hearing on

4. Preliminary Injunction for May 19, 2011 at 9:00 AM.  
NOT ~~1000~~  
Defendant FULL HOUSE ENTERPRISES, INC. is directed to show cause, why the Court should impose the \$1,000 fine authorized by Code of Civil Procedure §1218 and order it to pay Plaintiff's attorneys' fees relating to this application.

5. IT IS FURTHER ORDERED: *[Signature]*

IT IS SO ORDERED.

Dated: May 2, 2011

Hon. Judith A. Vanderburg  
Judge of the Superior Court

*Matthew E. Flan*

*B. Plaintiff shall serve Defendant all papers seeking relief and supporting documents and exhibits in a manner authorized for service of summons by May 6, 2011.*

*C. Defendant shall file and serve any opposition May 13, 2011.*

~~Proposed~~ Order

Exhibit 3

# EXHIBIT 3

# EXHIBIT 3

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>	RESERVED FOR CLERK'S FILE STAMP   <div style="font-size: 1.5em; font-weight: bold; margin-bottom: 5px;">FILED</div> <div style="font-weight: bold; margin-bottom: 5px;">LOS ANGELES SUPERIOR COURT</div> <div style="font-weight: bold; margin-bottom: 5px;">NOV 26 2012</div> <div style="font-weight: bold; margin-bottom: 5px;">JOHN A. CLARKE, CLERK</div> <div style="font-family: cursive; margin-bottom: 5px;">Sandy Wilkins-Sanchez</div>	
JUDICIAL DISTRICT:		
PLAINTIFF(S): Belmont Station, Inc.		
CROSS-DEFENDANT(S):		
DEFENDANT(S): Full House Enterprises, Inc.		
CROSS-COMPLAINANT(S):		
<b>STIPULATION FOR CIVIL JUDGMENT</b>	CASE NUMBER: NC053764	DEPT.: 85

THE PARTIES STIPULATE (AGREE ) AS FOLLOWS:

1. Judgment shall be entered in favor of:

- ☒ Plaintiff(s) Belmont Station, Inc.
- ☐ Cross-Defendant(s) \_\_\_\_\_
- ☐ Defendant(s) \_\_\_\_\_
- ☐ Cross-Complainant(s) \_\_\_\_\_

and against Full House Enterprises, Inc. (name(s)) \_\_\_\_\_, as follows:

Principal	\$ <u>275,000</u>	<input type="checkbox"/> Other Additional Relief: _____
Prejudgment Interest	\$ <u>—</u>	_____
Attorney's Fees	\$ <u>—</u>	_____
Costs	\$ <u>—</u>	_____
<b>TOTAL</b>	<b>\$ <u>275,000</u></b>	

2. Any other terms and conditions (for example terms of a stay on execution of judgment):

ALL PARTIES TO PAY THEIR OWN ATTORNEY  
FEES AND COSTS.

3. If execution of the judgment is stayed, it is agreed that upon default by the party to perform, the stay will be lifted and a writ of execution or other relief may issue upon ex parte application by the party entitled to performance (check 3a, 3b, or 3c), as follows:

- a. ☐ Without further notice or hearing
- b. ☐ On 24-hour telephonic notice to the defaulting party
- c. ☐ Other \_\_\_\_\_

4. **Acknowledgment and Waiver:** I acknowledge and agree that I have the right to be represented by counsel at my own expense and that I have had the opportunity to raise any questions I have with the judge and/or counsel before signing this Stipulation.

Belmont Station, Inc.  
(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

Anthony W. Trujillo, Esq.  
(TYPE OR PRINT NAME)

(SIGNATURE OF ATTORNEY FOR PLAINTIFF)

Full House Enterprises, Inc.  
(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

BY: Gary F. Roth, Jr.  
GARY F. ROTH, JR.

Richard C. Brizendine, Esq.  
(TYPE OR PRINT NAME)

(SIGNATURE OF ATTORNEY FOR DEFENDANT)

(TYPE OR PRINT NAME)

(SIGNATURE OF \_\_\_\_\_)

(TYPE OR PRINT NAME)

(SIGNATURE OF ATTORNEY FOR \_\_\_\_\_)

(TYPE OR PRINT NAME)

(SIGNATURE OF \_\_\_\_\_)

(TYPE OR PRINT NAME)

(SIGNATURE OF ATTORNEY FOR \_\_\_\_\_)

Judgment is entered this date in accord with the above.

The Court's case file will be destroyed on or after \_\_\_\_\_ without further order of the court.  
(INSERT DATE)

DATE

11/26/12

MICHELE E. FLURER  
JUDICIAL OFFICER

# EXHIBIT 4

# EXHIBIT 4

1 Anthony W. Trujillo, State Bar # 248860  
2 Alexander H. Winnick, State Bar # 239430  
3 TRUJILLO | Law Office  
4 1601 P.C.H., Suite 290  
5 Hermosa Beach, CA 90254  
6 Telephone: 310.210.9302  
7 Facsimile: 310.921.5616

8 Attorneys for Judgment Creditor  
9 BELMONT STATION, INC.

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF LOS ANGELES

12 BELMONT STATION, INC., a California  
13 corporation,

14 Plaintiff,

15 v.

16 FULL HOUSE ENTERPRISES, INC., a  
17 California corporation; GARY ROTH; CNR  
18 HOLDINGS, LLC, a California limited liability  
19 company (as both a direct defendant and as a  
20 nominal defendant for the derivative claims); and  
21 DOES 1 - 100, inclusive,,

22 Defendants.

Case No.: NC053764

~~PROPOSED~~ ORDER

DATE: December 19, 2013

TIME: 8:30 a.m.

DEPT.: S26

JUDGE: Hon. Michael P. Vicencia

23  
24 The Ex Parte Application of Judgment Creditor, BELMONT STATION, INC. (Judgment  
25 Creditor") for an Order To Charge Member's Interest Or In The Alternative To Shorten Time For The  
26 Hearing To Obtain Such Relief was heard by the Hon. Michael P. Vicencia, in Department S26 of the  
27 above-entitled Court on December 19, 2013.  
28

1  
~~PROPOSED~~ ORDER

Exhibit 3

1 Upon reading and considering the Application of Judgment Creditor for an Order To Charge  
2 Member's Interest Or In The Alternative To Shorten Time For The Hearing To Obtain Such Relief and  
3 the Memorandum of Points and Authorities and Declaration of Anthony W. Trujillo presented in support  
4 thereof and finding that the notice to and service of Applicants papers on the defendant's occurred  
5 timely.

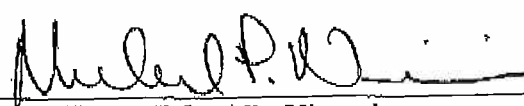
6 IT IS HEREBY ORDERED THAT:

7 1. Judgment Creditor's Motion for a Charging Order is granted and the Court hereby issues  
8 a Order to Charge Judgment Debtors interest in the following limited liability companies: ~~CNR~~  
9 ~~HOLDINGS, LLC, 5300 EAST 2ND ST, LONG BEACH, CA 90803, and ACAPULCO INN~~  
10 ~~HOLDINGS, LLC, 5283 EAST 2ND ST, LONG BEACH, CA 90803.~~

11 ~~2. Judgment Creditor's Motion for an Order Shortening Time is granted and the Court will~~  
12 ~~hear the Motion to Charge Members' Interest In Limited Liability Companies and for The Appointment~~  
13 ~~of a Receiver in Aid of Execution and to enforce the Judgment which is filed concurrently with this~~  
14 ~~Motion on 12/31/12.~~

15 3.   
16   
17 

18  
19 Dated: 12/31/13

  
Hon. Hon. Michael P. Vicencia  
Los Angeles Superior Court Judge

**FILED**  
Superior Court Of California  
County Of Los Angeles

DEC 31 2013

Shari R. Carlen, Executive Officer/Clerk  
By  Deputy



**Exhibit 4**  
**2004 Exam Transcript**

# ***The Matter Of:***

***In re Full House Enterprises***

***v.***

---

***Tracy Dean Alcantar VOL I***

***December 2, 2016***

---



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BH CDR Job # **1053280**

number of pages 71

***Word Index Included with this Condensed Transcript.***

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

---

In re ) Case No. 8:11-bk-16969-CB  
FULL HOUSE ENTERPRISES INC., ) Chapter 7  
Debtor. )  

---

DEPOSITION OF TRACY DEAN ALCANTAR, taken  
on behalf of the Chapter 7 Trustee, at  
Shulman Hodges & Bastian LLP, 100 Spectrum  
Center Drive, Suite 600, Irvine, California,  
on Friday, December 2, 2016, commencing at  
10:16 a.m., before Gale M. Lucas, CSR  
No. 7899, RPR, RMR, CRR, CLR.

1 APPEARANCES OF COUNSEL:

2

3 FOR THOMAS H. CASEY, CHAPTER 7 TRUSTEE:

4 SHULMAN HODGES & BASTIAN LLP

5 BY: RIKA M. KIDO, ESQ.

6 BY: RYAN D. O'DEA, ESQ.

7 100 Spectrum Center Drive

8 Suite 600

9 Irvine, California 92618

10 (949) 340-3400

11 rkido@shbllp.com

12 rodea@shbllp.com

13

14 ALSO PRESENT:

15 Aristides M. Gascon

16 Rodney C. Frontino

17

18

19

20

21

22

23

24

25

1 Q. So I'm going to go through each one with you,  
2 and if you can just confirm that none of these  
3 actually exist, or we can kind of discuss the situation  
4 regarding these documents --

5 A. Okay.

6 Q. -- that would be helpful.

7 So Request No. 1 lists: "Copies of Acapulco's  
8 Balance Sheet for 2012, 2013, 2014 and 2015."

9 Do any of these documents exist at this time?

10 A. They do not.

11 Q. Are they in the process of being prepared or --

12 A. Yes, they are.

13 Q. Do you have an expected date for when you  
14 anticipate they would be available?

15 A. We're probably inside of 60 days.

16 Q. Who is working on preparing these for you?

17 A. Our bookkeeper and myself.

18 Q. And who is your bookkeeper?

19 A. A gentleman named Kevin Francis.

20 Q. Okay.

21 A. I think you know -- have you made contact with  
22 his office before?

23 Q. I don't believe so.

24 A. Okay. I think he received a letter from  
25 somebody requesting this information.

1 Q. Let me ask you some more information, then.

2 A. Okay.

3 Q. So then for Request No. 2, we were requesting:  
4 "Copies of Acapulco's Profit and Loss Statements for  
5 2012, 2013, 2014 and 2015."

6 Do you have the same answer for those, that they  
7 do not exist at this time?

8 A. They do not exist at this time. Yes, the same  
9 answer: not available at this time.

10 Q. And are these also being prepared by  
11 Mr. Francis?

12 A. They will be.

13 Q. And is it the same anticipated date that they  
14 will be available?

15 A. Correct.

16 Q. For Request No. 3, we had requested a copy of  
17 Acapulco's profit-and-loss statement for January 1st of  
18 this year, basically to the present date. So we need  
19 2016.

20 Does that exist at this time?

21 A. It does not.

22 Q. Is that a document that Mr. Francis is also  
23 preparing?

24 A. No.

25 Q. Do you anticipate having that available at some

1 point in the future?

2 A. Yes.

3 Q. When do you think that would be available?

4 A. Inside of 60 days.

5 Q. And then for Request No. 4, the trustee had  
6 requested tax returns for Acapulco with ownership  
7 percentages for 2014 and 2015.

8 Do those exist?

9 A. They do not.

10 Q. Are the tax returns being prepared?

11 A. Yes.

12 Q. When do you anticipate that they will be  
13 prepared?

14 A. Inside of 60 days.

15 Q. And is Mr. Francis assisting with that  
16 preparation as well?

17 A. Yes, he is.

18 Q. Request No. 5 was a current list of accounts  
19 receivable for Acapulco. So it would be kind of an aging  
20 report.

21 Is that document available?

22 A. It is not.

23 Q. Is it a document that Mr. Francis is also  
24 working on?

25 A. May I ask for clarification on the question?

1 Are you talking about like accounts payable?

2 Q. Accounts receivable. So what you're owed from  
3 other parties, if you're --

4 A. What we're owed --

5 Q. Yeah, what you're owed.

6 A. -- would be --

7 Q. Do you have any creditor --

8 A. No. What we would -- what we are --

9 Q. Does anyone owe you money at this time or  
10 Acapulco Inn?

11 A. No.

12 Q. No. Okay.

13 So this is --

14 A. When you ask the question "aging report," I'm  
15 thinking that you're asking about like accounts payable  
16 on our part to vendors.

17 Q. (Nods head.)

18 A. But that's not your question?

19 Q. That's not the question.

20 A. No. So we're -- yeah, we are not owed any  
21 monies.

22 Q. So this document does not exist?

23 A. Or ever. Right. It does not exist, nor do I  
24 think it --

25 Q. It may be produced? The document cannot be



1 prepared?

2 A. It will not be prepared. We don't have any  
3 receivables.

4 Q. Thank you.

5 A. It's daily cash receipts. So if someone buys a  
6 beer in the next five minutes, that's a receivable.

7 Q. Exactly.

8 A. All right.

9 Q. Request No. 6, we had asked for any projected  
10 cash-flow statements that were prepared for Acapulco.

11 A. I need clarification of the question.

12 Q. Do you have kind of an anticipated, you know,  
13 profit or what you're going to -- what your -- the money  
14 that comes in looks like?

15 A. If -- I'm not prepared to answer that at this  
16 time.

17 Q. Request No. 7 was all documents related to any  
18 appraisals that have been done of Acapulco over the past  
19 five years.

20 Do those exist?

21 A. Not that I'm aware of. I heard a rumor that an  
22 appraisal was done. I have not seen one.

23 Q. It wasn't conducted by you?

24 A. No.

25 Q. Do you know who might have requested an

1 STATE OF CALIFORNIA )  
2 )  
3 COUNTY OF ORANGE )

4

5 I, Gale M. Lucas, Certified Shorthand Reporter  
6 No. 7899, do hereby certify:

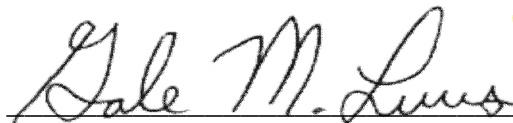
7 That prior to being examined, the witness named  
8 in the foregoing deposition was by me duly sworn to  
9 testify to the truth, the whole truth and nothing but the  
10 truth;

11 That said deposition was taken down by me in  
12 shorthand at the time and place therein named, and  
13 thereafter reduced to print by means of computer-aided  
14 transcription; and the same is a true, correct and  
15 complete transcript of said proceedings.

16 I further certify that I am not interested in the  
17 event of the action.

18 Witness my hand this 5th day of December 2016.

19





20

Gale M. Lucas, RPR, RMR, CRR, CLR

21

CSR NO. 7899

22

23

24

25

## 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*) **April 5, 2017**, 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*) **April 5, 2017**, 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**

**Hon Catherine E. Bauer, US Bankruptcy Court, Ronald Regan Federal Bldg, 411 W. Fourth St, Suite 5165, Santa Ana, CA 92701**

☒ 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*) **Not Applicable**, 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.

**April 5, 2017**  
Date

**Lorre Clapp**  
Printed Name

**/s/ Lorre Clapp**  
Signature

### NEF SERVICE LIST

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- **Potential Bidder:** Tracy D. Alcantar, 4332 Fir Avenue, Seal Beach, CA 90740
- **Potential Bidder:** Rodney C. Fontaine, 5830 E Appian Way, Long Beach, CA 90803

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**NOTICE PURPOSES**

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

RETURNED MAIL

**NO ADDRESS**

JOHN TURLEY

**UNDELIVERABLE**

SANTA ANA DIVISION  
411 WEST FOURTH STREET, SUITE 2030,  
SANTA ANA, CA 92701-4500

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LONG BEACH, CA 90802-0412

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SUITE 400  
KENNESAW, GA 30144-7802

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