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8  
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10 NATIONAL GOLD & DIAMOND CENTER, INC.

11 UNITED STATES BANKRUPTCY COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
13 LOS ANGELES DIVISION

14 In re:  
15 MINERVA P. ESMILLA,  
16 Debtor.

Case No.: 2:08-bk-12485-VZ

Assigned to Hon. Vincent P. Zurzolo  
Chapter 7

**OPPOSITION TO DEBTOR'S  
MOTION TO AVOID LIEN UNDER  
11 U.S.C. § 522(f) (REAL  
PROPERTY); DECLARATION OF  
ROBIN MASHAL; EXHIBITS**

17 TO THE HONORABLE COURT, TO THE DEBTOR, TO ALL INTERESTED  
18 PARTIES, AND TO THEIR ATTORNEY(S) OF RECORD:

19 NATIONAL GOLD & DIAMOND CENTER, INC. ("Creditor") hereby  
20 respectfully submits its Opposition to the Motion of MINERVA P. ESMILLA ("Debtor")  
21 to Avoid Lien under 11 U.S.C. § 522(f) (Real Property).

22 //

26 ORIGINAL

1 **I. OVERVIEW.**

2 Creditor's claims against the Debtor herein are based on commercial debts  
3 incurred by Debtor when she made wholesale purchase of diamonds and jewelry from  
4 Creditor for purposes of resale. In November 2007, Creditor filed its collection lawsuit in  
5 the Los Angeles Superior Court and obtained a right to attach order, based on which the  
6 Los Angeles Sheriff recorded a Writ of Attachment against Debtor's real property located  
7 at 21828 S. Vermont, Unit no. 1, Torrance, California (the "Condo"). In her Bankruptcy  
8 petition schedules, Debtor admitted to Creditor's secured creditor status, and Debtor's  
9 petition did not list Creditor's claims as either contingent, unliquidated, or disputed.  
10 Creditor's attachment lien was obtained in November 2007, and Debtor never challenged  
11 that lien till June 2010.

12 Furthermore, Debtor has reaffirmed her obligations to Creditor. In January 2010,  
13 with the assistance of her attorney of record Roman P. Mosqueda, Debtor negotiated the  
14 terms of a Stipulation for Entry of Judgment, which Stipulation Debtor signed and he  
15 attorney approved. Paragraph 4 of the Stipulation provides Debtor is waiving a stay of  
16 execution of judgment or an appeal, which is exactly what she is doing by the instant  
17 Motion. Based on this Stipulation on January 28, 2010 the Los Angeles Superior Court  
18 entered a judgment against Debtor. The Clerk of Los Angeles Superior Court issued an  
19 Abstract of Judgment in favor of Creditor, which Abstract was recorded with the Los  
20 Angeles County Recorder on March 1, 2010.

21 **II. DEBTOR'S NEARLY TWO AND HALF YEAR DELAY TO BRING HER**  
22 **MOTION TO CHALLENGE CREDITOR'S LIEN IS PREJUDICIAL TO**  
23 **CREDITOR, AS DEBTOR HERSELF HAS REAFFIRMED THE DEBT**  
24 **BY STIPULATING TO ENTRY OF JUDGMENT IN FAVOR OF**  
25 **CREDITOR IN THE AMOUNT OF THIS LIEN.**

26 This Court should reject Debtor's Motion herein, because Debtor's nearly two and  
27 half year delay in challenging Creditor's liens have been prejudicial, and Debtor has  
28 reaffirmed her obligations to Creditor by stipulating to entry of a judgment based on the

1 attachment lien in favor of Creditor. “The key factor in allowing the late avoidance of a  
2 lien pursuant to § 522(f) is whether the creditor is sufficiently prejudiced so that it would  
3 be inequitable to allow avoidance of the lien.” ITT Financial Serv. v. Ricks (In re Ricks),  
4 89 B.R. 73, 75-76 (9th Cir. BAP 1988). See also In re Biannucci, 4 F.3d 526, 528 (7th  
5 Cir. 1993) (“delay may be prejudicial when it is combined with other factors.”).

6 In January 2010, Debtor reaffirmed her obligations to Creditor by stipulating to  
7 entry of judgment in favor of Creditor, in the amount of Creditor’s attachment lien (see  
8 “Exhibit I”). Debtor’s counsel assisted Debtor in negotiating the Stipulation for Entry of  
9 Judgment and at no time raised any issues concerning homestead. In fact, the Stipulation  
10 contained a provision stating Debtor waives an appeal of the judgment entered upon the  
11 Stipulation, and Debtor waives any rights to a stay of the execution of the judgment.  
12 With the assistance of her attorney Roman P. Mosqueda, Debtor negotiated and executed  
13 the Stipulation for Entry of Judgment, which Stipulation her attorney approved.  
14 Therefore, Debtor has reaffirmed the debt and Creditor has relied on this.

15 Also, Debtor’s attempt to rely on an appraisal nearly two and half years after her  
16 bankruptcy filing, in order to show a lower fair market value is prejudicial and  
17 inequitable to Plaintiff. As provided below, the relevant inquiry under Bankruptcy law is  
18 the value of the property at the time the bankruptcy petition is filed.

19 **III. THIS COURT SHOULD DENY DEBTOR’S MOTION HEREIN, AS THE**  
20 **DEBTOR FAILS TO PROVIDE PROPERTY FAIR MARKET VALUE AS**  
21 **OF THE TIME DEBTOR’S PETITION WAS FILED, AND**  
22 **FURTHERMORE, THE APPRAISAL PROVIDED IS INACCURATE.**

23 This Court should deny Debtor’s motion herein, as Debtor has failed to provide  
24 relevant and admissible evidence in support of her Motion.

25 **A. Debtor Fails to Meet her Burden to Provide Evidence as to the Value of**  
26 **Debtor’s Condo at the Time of Bankruptcy Filing.**

27 Debtor’s motion herein should be denied because Debtor fails her burden to  
28

1 provide appraisals or other evidence of the value of the Debtor's property at the time  
2 Debtor filed her bankruptcy petition on February 27, 2008. "In deciding the extent of the  
3 impairment under Section 522(f), an initial determination must be made of the fair market  
4 value of the property for which an exemption is claimed at the time that the petition was  
5 filed." See, e.g., In re Schwartz, 1993 WL 405010 at \*3 (N.D. Ohio June 18, 1993). "As  
6 with any motion to avoid a judgment under section 522(f), the debtor carries the burden  
7 to establish the value of his property as of the date of the bankruptcy filing." In re Kelly,  
8 311 B.R. 341, 345 (Bankr. W.D.N.Y. 2004).

9 The "Appraisal" attached to Debtor's moving papers herein opines that:

10 "Based on a complete visual inspection of the interior and exterior areas of  
11 the subject property, defined scope of work, statement of assumptions and  
12 limiting conditions, and appraiser's certification, my (our) opinion of the  
13 market value, as defined, of the real property that is the subject of this  
14 report is \$236,000, as of 05/15/2010, which is the date of inspection and  
15 effective date of this appraisal."

16 See, Debtor's Motion to Avoid Lien Under 11 U.S.C. § 522(f), Exhibit "G",  
17 designated at the bottom of the page as "Page 3 of 6" (emphasis supplied). Debtor's  
18 moving papers rely on this "\$236,000" figure in arguing for avoidance of Creditor's lien.  
19 See, Debtor's Motion to Avoid Lien Under 11 U.S.C. § 522(f), Item 9, Page 2.

20 Debtor's bankruptcy petition herein was filed February 27, 2008, and hence the  
21 relevant valuation of Debtor's Condo is as of February 27, 2008 (as opposed to May 15,  
22 2010). See, Schwartz and Kelly. Therefore, Debtor fails to meet her burden to present  
23 relevant evidence of the value of her Condo in support of her motion herein.

24 **B. Assuming Arguendo Today's Value of Debtor's Condo has Any  
25 Relevance to Debtor's Motion herein, the "Appraisal" Submitted is  
26 Still Not Admissible as it is Clearly Inaccurate.**

27 Creditor objects to the "Appraisal" attached to Debtor's motion herein as  
28 irrelevant and inadmissible; assuming arguendo an appraisal of Condo's current value  
would have any bearing on Debtor's motion, the "Appraisal" proposed by Debtor is

1 clearly inaccurate and unreliable.

- 2 • Debtor's Condo is described as a 3 bedroom, 2 bathroom condominium,  
3 which based on "Comparable Sale # 2" of the appraisal should be valued at  
4 least \$275,000. See, Debtor's Motion to Avoid Lien Under 11 U.S.C. §  
5 522(f), Exhibit "G", designated at the bottom of the page as "Page 3 of 6",  
6 designated at the top of the page as "Page # 4".
- 7 • Debtor's Condo is described as a 3 bedroom, 2 bathroom condominium,  
8 which based on "Comparable Sale # 4" of the appraisal should be valued at  
9 least \$269,000. See, Debtor's Motion to Avoid Lien Under 11 U.S.C. §  
10 522(f), Exhibit "G", designated at the top of the page as "Page # 8".
- 11 • The "Plat Map" attached to the appraisal refers to "21858 Vermont  
12 Avenue" which is not the situs of Debtor's Condo. See, Debtor's Motion to  
13 Avoid Lien Under 11 U.S.C. § 522(f), Exhibit "G", designated at the top of  
14 the page as "Page # 9"

15 **C. The Office of David L. Hahn, the Chapter 7 Trustee in this Case**  
16 **indicated that the Condo was Valued at \$400,000 around the time**  
17 **Bankruptcy Petition was Filed.**

18 On March 21, 2008, I had a phone conversation with David Hahn, the Chapter 7  
19 Trustee, who indicated his office's real estate broker also appraised the Condo at  
20 \$400,000 about the time of the bankruptcy filing (see "**Exhibit C**").

21 Debtor's interest in the Condo is at least one-half (50%), as admitted in her  
22 Motion papers herein. See, Debtor's Motion to Avoid Lien Under 11 U.S.C. § 522(f),  
23 Declaration of Minerva Esmilla, Parag. 5, 1:14-16. In her bankruptcy petition "Schedule  
24 D", Debtor claimed mortgage balance of \$140,000 (as of the time of her bankruptcy  
25 filing). Debtor is claiming homestead exemption of \$50,000. Therefore, Debtor's equity  
26 in the Condo at the time of the bankruptcy filing, net of mortgage, is computed as  
27 follows:

28 
$$50.00\% \times [\$400,000 - \$140,000] = \$130,000$$

1 As detailed above, Debtor's equity in her Condo at the bankruptcy filing was at  
2 least \$130,000, which equity was far greater than the sum of Debtor's \$50,000 claimed  
3 homestead and Creditor's \$49,595.20 judicial lien.

4  
5 **IV. THE COURT SHOULD DENY DEBTOR'S MOTION HEREIN AS SHE**  
6 **HAS LIED UNDER OATH IN HER APPLICATIONS, AND PERJURY IS**  
7 **GROUNDS FOR DISMISSING HER ENTIRE BANKRUPTCY PETITION.**

8 Bankruptcy law frowns upon debtors making false statement under oath. "A false  
9 statement or an omission in the debtor's bankruptcy schedules or statement of financial  
10 affairs can constitute a false oath." Khalil v. Developers Sur. & Indem. Co. (In re Khalil),  
11 379 B.R. 163, 172 (B.A.P. 9th Cir. 2007), aff'd, 578 F.3d 1167, 1168 (9th Cir. 2009).  
12 Where the bankruptcy debtor knowingly and fraudulently makes a false oath in  
13 connection with a material fact in her bankruptcy schedules and statement of affairs, the  
14 bankruptcy court may deny the debtor discharge under Section 727(a)(4)(A). Retz vs.  
15 Samson (In re Retz), \_\_\_\_ (9<sup>th</sup> Cir. 2010).

16 In "Schedule A" to her bankruptcy petition, Debtor claimed she had a "37.50%"  
17 interest in the Condo. Contrary to Debtor's position, her interest in the Condo is at least  
18 one-half (50%) and quite possibly two-third (66.67%).<sup>1</sup>

19 In her instant Motion, Debtor has changed position and admits to holding a one-  
20 half (50%) interest in the Condo. She has taken two inconsistent positions under oath –  
21 "37.50%" ownership vs. "50.00%" ownership – one of which must be false.

22  
23 <sup>1</sup> Based on the Corporation Grant Deed (See, Debtor's Motion to Avoid Lien  
24 Under 11 U.S.C. § 522(f), Exhibit A), title to the Condo was vested one-third to Debtor,  
25 one-third to Raymond F. Pagdanganan, and one-third to Rhett Sixthor Pagdanganan  
26 ("Rhett"). Based on affidavit of death of joint tenant recorded in the Los Angeles County  
27 Recorder's office as instrument number 05-2648279, Raymond F. Paganganan, Debtor's  
28 husband, passed away in 2004. If Debtor survived to all of her late husband's interests,  
Debtor now holds a two-thirds (66.67%) interest in the Condo. If the late husband's  
interest was divided equally between Debtor and Rhett, then Debtor and Rhett now each  
hold a one-half (50%) interest in the Condo.

1 **V. CONCLUSION.**

2 Based on the above arguments, points and authorities, the attached Declaration  
3 and Exhibits, Creditor respectfully requests that this Court denies Debtor's motion herein  
4 because: (1) Debtor's delay in bringing her motion to challenge Creditor's judicial lien  
5 has been prejudicial to Plaintiff as in the meantime Debtor stipulated to entry of judgment  
6 in the amount of attachment lien in favor of Creditor, and using the argued lower  
7 valuation of Condo today would prejudice Creditor's claims; (2) Debtor fails her burden  
8 to present value of her Condo as of the date she filed her bankruptcy petition; and  
9 (3) Debtor has presented false information to the Court under oath, which is grounds for  
10 denying her entire bankruptcy petition, let alone the instant Motion.

11  
12 Respectfully submitted,

13 **HONG & MASHAL, LLP**

14  
15 Dated: June 15, 2010

16 By: 

17 Robin Mashal,  
18 Peter Y. Hong,  
19 Attorneys for Creditor  
20 NATIONAL GOLD & DIAMOND  
21 CENTER, INC.

**DECLARATION OF ROBIN MASHAL**

Robin Mashal, hereby declares:

1. I am the attorney for NATIONAL GOLD & DIAMOND CENTER, INC. (“Creditor”), a creditor of MINERVA P. ESMILLA (“Debtor”). I am licensed to practice law before all courts of the State of California, and also admitted to the Federal Courts in the Central District of California. I am over 18 years of age. My office is located at 1875 Century Park East, Suite 600, Los Angeles, California 90067-2507. I am fully competent to make this affidavit and I have personal knowledge of the facts stated in this affidavit.

2. On November 21, 2007, Creditor filed a lawsuit against Debtor, in the Superior Court of California, County of Los Angeles, Central Judicial District, identified as Case number BC 3801040. Creditor obtained a Right to Attach Order and the Writ of Attachment was executed against Debtor’s real property and bank accounts by the Los Angeles Sheriff. Debtor was served with process and attachment papers in the Los Angeles Superior Court case and appeared in that case through Debtor’s counsel, Law Offices of Roman P. Masqueda. A true copy of the Writ of Attachment is enclosed as “**Exhibit A**” and incorporated herein by this reference.

3. On March 6, 2008, my office prepared and served a Request for Special Notice on the interested parties including David L. Hahn, the Chapter 7 Trustee (“Trustee”) in this case. The notice advised all parties of Moving Party’s lawsuit in the Los Angeles Superior Court, Central District, Case no. BC 381040 (the “State Case”) in which Moving Party has obtained an attachment order against Debtor and writ of attachment has been executed against Debtor’s real property located at 21828 S. Vermont, Unit 1, Torrance, California (the “Condo”) and bank accounts. The Request for Special Notice was filed with the clerk of the Bankruptcy Court on March 7, 2008, a true copy of which is enclosed as “**Exhibit B**” and incorporated herein by this reference..

4. On March 20, 2008, my office prepared and sent a letter to Trustee, reiterating Moving Party’s secured position and inquiring why Debtor’s Schedule A lists her interest in the Condo as “37.50%” and the value as “\$101,250.” The letter also



1 inquired why the amount of Moving Party's claim against the Debtor is improperly  
2 characterized.

3 5. On March 21, 2008, I had a phone conversation with Trustee. Based on  
4 this conversation, Trustee's real estate broker also appraised the Condo at \$400,000.  
5 Based on this conversation, Trustee also questioned why Debtor lists her interest in the  
6 Condo as "37.50%". Based on this conversation, Trustee noted Moving Party's secured  
7 position. My office sent a confirming letter to Trustee's office, a true copy of which is  
8 letter is attached as "**Exhibit C**" and incorporated herein by this reference.

9 6. On May 9, 2008, my office sent a letter to Trustee's office inquiring  
10 whether Debtor was able to come up with any explanation for the discrepancies discussed  
11 above, a true copy of which letter is attached as "**Exhibit D**" and incorporated herein by  
12 this reference.

13 7. During my March 21, 2008 phone conversation with Trustee, Trustee  
14 acknowledged Moving Party's secured position and that his office's search of real estate  
15 records had located Writ of Attachment recorded in the Los Angeles County records on  
16 behalf of Moving Party.

17 8. On July 15, 2008, my office sent a letter to Roman P. Mosqueda, Debtor's  
18 attorney asking that in light of the applicable law and the facts, Debtor stipulates to lifting  
19 of automatic stay and entry of judgment in the State Case, a true copy of which is letter is  
20 attached as "**Exhibit E**" and incorporated herein by this reference. On July 23, 2008, I  
21 had a follow up phone conversation with the Trustee, and send a confirming letter a true  
22 copy of which letter is attached as "**Exhibit F**" and incorporated herein by this reference.

23 9. On July 25, 2008, attorney Mosqueda faxed a letter to my office rejecting  
24 offer to resolve the matters herein by stipulation, a true copy of which letter is attached as  
25 "**Exhibit G**" and incorporated herein by this reference.

26 10. On or about July 22, 2009, the Bankruptcy Clerk mailed out a notice of  
27 Discharge of Debtor, a true copy of which letter is attached as "**Exhibit H**" and  
28 incorporated herein by this reference.

1 11. In October 2009, Debtor produced responses to Creditor's discovery  
2 request in the Los Angeles Superior Court case. On October 29, 2009, I had a phone  
3 conversation with attorney Roman P. Mosqueda in which he indicated he will  
4 recommend to his client to enter a Stipulation for Entry of Judgment. In the ensuing  
5 communications between the offices of Mr. Mosqueda and this office, a Stipulation for  
6 Entry of Judgment between Debtor and Creditor were drafted, reviewed by both sides,  
7 and revised per comments of both sides.

8 12. The "final draft" of the Stipulation for Entry of Judgment was executed by  
9 the Debtor and Creditor on or about December 17, 2010, and approved by attorney  
10 Mosqueda and by myself. The Stipulation for Entry of Judgment was submitted to the  
11 Los Angeles Superior Court and on or about January 28, 2010, judge Michelle R.  
12 Rosenblatt signed the Order to enter Judgment on the Stipulation. A true copy of the  
13 Stipulation for Entry of Judgment as executed by the parties, approved by respective  
14 counsel, signed by Judge Rosenblatt and stamped by the Court Clerk is attached hereto as  
15 "Exhibit I" and incorporated herein by this reference. I believe this Stipulation acted as  
16 a reaffirmation of Debtor's obligations to the Creditor, and was negotiated and signed  
17 with the cooperation of Debtor's counsel. The Court will notice that pursuant to  
18 Paragraph 4 of the Stipulation, Debtor is waiving a stay of execution of the judgment, or  
19 any appeal of the judgment.

20 I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct.

22 Executed on this June 15, 2010, at Los Angeles, California.

23 

24 Robin Mashal  
25  
26  
27  
28

CLERK OF COURT  
TELEPHONE (818) 473-1000

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Robin Mashal (California State Bar No. 205003) Law Offices of Robin Mashal 1875 Century Park East, Sixth Floor Los Angeles, CA 90067-2507 TELEPHONE NO.: (310) 286-2000 FAX NO.: (310) 286-2525 ATTORNEY FOR (Name): National Gold & Diamond Center, Inc.		FOR COURT USE ONLY  <b>ORIGINAL FILED</b> DEPARTMENT 66  NOV 21 2007  <b>LOS ANGELES SUPERIOR COURT</b>
NAME OF COURT: Los Angeles Superior Court STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Cental District - Stanley Mosk Courthouse		
PLAINTIFF: National Gold & Diamond Center, Inc.  DEFENDANT: Minerva P. Esmilla		CASE NUMBER:  0381040
EX PARTE <input checked="" type="checkbox"/> RIGHT TO ATTACH ORDER AND ORDER FOR ISSUANCE OF WRIT OF ATTACHMENT (RESIDENT) <input type="checkbox"/> ORDER FOR ISSUANCE OF ADDITIONAL WRIT OF ATTACHMENT (RESIDENT)		

COPY

1. The application and supporting declaration or affidavit of plaintiff (name): National Gold & Diamond Center Inc., a California corporation for an ex parte  right to attach order and order for issuance of writ of attachment  order for issuance of an additional writ of attachment has been considered by the court.

**FINDINGS**

2. THE COURT FINDS
- a/k/a Minerva Esmilla Pagdanganan, a/k/a Esmilla Pagdanganan
- a. Defendant (specify name): MINERVA P. ESMILLA, an individual, is a  natural person  partnership  unincorporated association  corporation  other (specify):
- b. The claim upon which the application is based is one upon which an attachment may be issued under Code of Civil Procedure section 483.010.
- c. Plaintiff has established the probable validity of the claim upon which the attachment is based.
- d. The attachment is not sought for a purpose other than the recovery on the claim upon which the application is based.
- e. The amount to be secured by the attachment is greater than zero.
- f. The affidavit or declaration accompanying the application shows that the property sought to be attached, or the portions thereof to be specified in the writ, are not exempt from attachment.
- g. The portion of the property sought to be attached described in item 3b is not exempt from attachment.
- h. An undertaking in the amount of: \$ 10,000.00 is required before a writ shall issue, and plaintiff  has  has not filed an undertaking in that amount.
- i. Great or irreparable injury will result to the plaintiff if issuance of the order is delayed until the matter can be heard on notice, based on the following:
- (1)  There is a danger that the property sought to be attached would be
- (a)  concealed. (b)  substantially impaired in value.
- (c)  made unavailable to levy by other than concealment or impairment in value.
- (2)  Defendant has failed to pay the debt underlying the requested attachment and is insolvent as defined in Code of Civil Procedure section 485.010, subdivision (b)(2), as set forth in the affidavit or declaration filed in support of this application, which specifies the defendant's known undisputed debts and the basis for plaintiff's determination that the defendant's debts are undisputed.
- (3)  A bulk sales notice was recorded and published pursuant to Division 6 of the Commercial Code with respect to a bulk transfer by the defendant.
- (4)  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:
- (5)  Other circumstances (specify):
- j.  A Right to Attach Order was issued on (date): \_\_\_\_\_ pursuant to  Code of Civil Procedure section 484.090 (on notice)  Code of Civil Procedure section 485.220 (ex parte)
- k.  Other (specify):

(Continued on reverse)

**EXHIBIT A**

SHORT TITLE: National Gold & Diamond Center, Inc. vs. Minerva P. Esmilla	CASE NUMBER:
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ORDER

3. THE COURT ORDERS

a. Plaintiff has a right to attach property of defendant (name): MINERVA P. ESMILLA, an individual, a/k/a Minerva Esmilla Pagdanganan, a/k/a Esmilla Pagdanganan in the amount of: \$ 49,592.20

b. The clerk shall issue  a writ of attachment  an additional writ of attachment in the amount stated in item 3a  forthwith  upon the filing of an undertaking in the amount of: \$ 10,000  
(1)  for the property covered by a bulk sales notice with respect to a bulk transfer by defendant or the proceeds of the sale of such property, described as follows (specify):

- (2)  for plaintiff's pro rata share of proceeds from an escrow in which defendant's liquor license is sold. The license number is (specify):
- (3)  for any property of a defendant who is not a natural person for which a method of levy is provided.
- (4)  for property of a defendant who is a natural person subject to attachment under Code of Civil Procedure section 487.010 (specify):

See "Attachment 3(b)(4)" hereto.

- c.  Defendant shall transfer to the levying officer possession of
  - (1)  any documentary evidence in defendant's possession of title to any property described in item 3b.
  - (2)  any documentary evidence in defendant's possession of debt owed to defendant described in item 3b.
  - (3)  the following property in defendant's possession (specify):

NOTICE TO DEFENDANT: FAILURE TO COMPLY WITH THIS ORDER MAY SUBJECT YOU TO ARREST AND PUNISHMENT FOR CONTEMPT OF COURT.

d.  Other (specify): *Plaintiff's interest in the real property at 21828 S. Vermont Avenue #1, Terrace, CA in the name of Khett Sirothor Pagdanganan*

e. Total number of boxes checked in item 3: 3

Date NOV 21 2007  
MURRAY GROSS  
COMMISSIONER

*[Signature]*  
\_\_\_\_\_  
(SIGNATURE OF JUDGE/COMMISSIONER)

EX PARTE RIGHT TO ATTACH ORDER AND ORDER FOR ISSUANCE OF WRIT OF ATTACHMENT (RESIDENT) (Attachment)

**ATTACHMENT 3(B)(4)**

All items as listed in Section 487.010(c) of the California Code of Civil Procedure, inclusive of defendant's interest in real property (except leasehold estates with unexpired terms of less than 1 year), accounts receivable, chattel paper, and general intangibles (trade or business related, in amount of at least \$150.00), equipment, farm products, inventory, final money judgments (trade or business related), money on premises where a trade or business is conducted (except for the first \$1,000.00), money located elsewhere, deposit accounts, safe deposit boxes, negotiable instruments of title, instruments, securities, and minerals or the like to be extracted, and including community property of said types which would otherwise be subject to enforcement of judgment entered in this action, and any other items which may lawfully be attached.

1. Without limiting the generality of the foregoing, Minerva P. Esmilla's interest in real property commonly known as 21828 South Vermont Avenue, Unit # 1, Torrance, California 90502, designated by Assessor's Parcel Number (APN) 7344-002-003, and legally described as:

"PARCEL 1:

THAT PORTION OF LOT 1 OF TRACT NO. 51112, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1203, PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AND DEFINED AS UNIT 101 ON THE CONDOMINIUM PLAN RECORDED JULY 22, 1994 AS INSTRUMENT NO. 94-1367037, OFFICIAL RECORDS.

PARCEL 2:

AN UNDIVIDED 1/24<sup>TH</sup> INTEREST IN AND TO LOT 1 OF SAID TRACT NO. 51112, EXCEPT THEREFROM THOSE PORTIONS SHOWN AND DEFINED AS UNITS 110 THROUGH 112, AND 201 THROUGH 212, ON SAID CONDOMINIUM PLAN.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET UNDER THE REAL PROPERTY DESCRIBED IN THE DEED, WITHOUT THE RIGHT OF ENTRY TO THE SURFACE OR SUBSURFACE ABOVE A DEPTH OF 500 FEET, AS RESERVED IN DEED RECORDED JUNE 28, 1989 AS INSTRUMENT NO. 89-1027704.

ALSO EXCEPT THEREFROM ALL OIL, MINERALS, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET UNDER THE REAL PROPERTY DESCRIBED IN THE DEED, WITHOUT THE RIGHT OF ENTRY TO THE

1 SURFACE OR SUBSURFACE ABOVE A DEPTH OF 500 FEET, AS RESERVED IN  
2 DEED RECORDED JUNE 28, 1989 AS INSTRUMENT NO. 89-1027705.

3 ALSO EXCEPT THEREFROM ALL OIL, MINERALS, GAS AND OTHER  
4 HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET UNDER THE REAL  
5 PROPERTY DESCRIBED IN THE DEED, WITHOUT THE RIGHT OF ENTRY TO THE  
6 SURFACE OR SUBSURFACE ABOVE A DEPTH OF 500 FEET, AS RESERVED IN  
7 DEED RECORDED JUNE 28, 1989 AS INSTRUMENT NO. 89-1027706.

8 PARCEL 3:

9 AN EXCLUSIVE USE COMMON AREA EASEMENT FOR ALL USES AND PURPOSES  
10 OF DECK AREAS, TO BE APPURTENANT TO PARCELS 1 AND 2 ABOVE, IN, OVER,  
11 ACROSS AND THROUGH THAT PORTION OF THE "COMMON AREA" DEFINED  
12 AND DELINEATED AS DECK AREAS WHICH BEARS THE SAME NUMBERS AS THE  
13 UNIT REFERRED TO IN PARCEL A ABOVE FOLLOWED BY THE LETTER "D" ON  
14 THE ABOVE REFERENCED CONDOMINIUM PLAN.

15 PARCEL 4:

16 A TEMPORARY NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN  
17 INGRESS AND EGRESS, PRIVATE DRIVEWAY AND FIRELANE PURPOSES  
18 (INCLUDING THE CONSTRUCTION, MAINTENANCE AND REPAIR THEREOF), AND  
19 FOR INSTALLATION AND REPAIR OF A SECURITY GATE ENTRANCE TO SUCH  
20 DRIVEWAY, SEWER AND UTILITY LINES, AND DRAINAGE PURPOSES,  
21 APPURTENANT TO LOTS 1 AND 3 OF TRACT NO. 51112, IN THE COUNTY OF LOS  
22 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1203,  
23 PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF  
24 SAID COUNTY, OVER AND ACROSS THOSE PORTIONS OF LOT 2 OF TRACT NO.  
25 51112, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP  
26 RECORDED IN BOOK 1203, PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE  
27 COUNTY RECORDER OF SAID COUNTY, WHICH ARE IDENTIFIED WITH THE  
28 LETTER DESIGNATION "F" AS SHOWN ON MAP FOR SAID TRACT NO. 51112, BY  
GRANT OF CROSS EASEMENT RECORDED FEBRUARY 10, 1994 AS INSTRUMENT  
NO. 94-285592, OFFICIAL RECORDS."

2. Without limiting the generality of the foregoing, Minerva P. Esmilla's interest in  
all bank accounts under her name in East West Bank, including account no. 001511017,  
domiciled at East West Bank branch located at 510 W. Carson Street, Carson, CA 90745.

3. Without limiting the generality of the foregoing, Minerva P. Esmilla's interest in  
all bank accounts under her name in Bank of America, including account no. 04679-04934,  
domiciled at Bank of America branch located at 180 E. Carson Street, Carson, California.

//

Motion for Relief from Stay (Non-bankruptcy Action) - Page 7 of \_\_\_\_\_

**F 4001-1M.NA**

In re Minerva P. Esmilla,	(SHORT TITLE)	Debtor(s).	CHAPTER: 7 CASE NO.: 2:08-bk-12485-VZ
------------------------------	---------------	------------	--

**PROOF OF SERVICE**

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

1. I am over the age of 18 and not a party to the within action. My business address is as follows:  
1875 Century Park East, Sixth Floor, Los Angeles, CA 90067-2507

2. **Regular Mail Service:** On 10/28/08, pursuant to Local Bankruptcy Rule 9013-1, I served the documents described as: NOTICE OF MOTION and MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (with supporting declarations) on the interested parties at their last known address in this action by placing a true and correct copy thereof in a sealed envelope with postage thereon fully prepaid in the United States Mail at Los Angeles, California, addressed as set forth on the attached list.

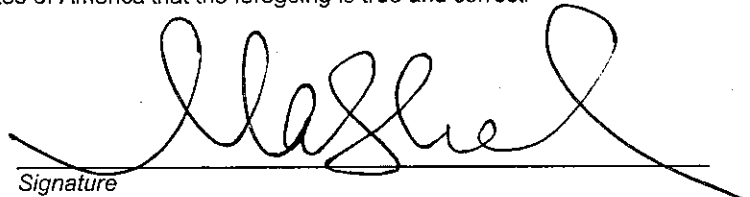
**NOTE:** If the Notice and Motion have been served pursuant to an Order Shortening Time ("Order"), you must file a Proof of Service that indicates that the notice and service requirements contained in the Order have been met.

3. **See attached list for names and addresses of all parties and counsel that have been served.** (In the manner set forth in Local Bankruptcy Rule 7004-1(b), specify capacity in which service is made; e.g., Debtor(s), Debtor's(s) Attorney, Trustee, Trustee's Attorney, Creditors Committee or 20 largest unsecured creditors, etc.)

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

Dated: 10/28/08

Robin Mashal  
Typed Name

  
Signature

SERVICE LIST

Case Number: 2:08-bk-12485-VZ

ROMAN P MOSQUEDA [Debtor's Attorney]  
LAW OFFICES OF ROMAN P MOSQUEDA  
3350 WILSHIRE BLVD SUITE 700  
LOS ANGELES CA 90010

MINERVA PAGDANGANAN ESMILLA [Debtor]  
21828 S VERMONT UNIT 1  
TORRANCE CA 90502

David L Hahn [Chapter 7 Trustee]  
Hahn Fife & Co., LLP  
22342 Avenida Empresa, Suite 260  
Rancho Santa Margarita, CA 92688

United States Trustee (LA) [U.S. Trustee]  
725 S Figueroa St., 26th Floor  
Los Angeles, CA 90017

RHETT SIXTHOR PAGDANGANAN  
21828 S VERMONT AVE 1  
TORRANCE CA 90502

CitiMortgage Inc  
P.O. BOX 829009  
DALLAS, TX 75382

Employment Development Dept.  
Bankruptcy Group MIC 92E  
P.O. Box 826880  
Sacramento, CA 94280-0001

Franchise Tax Board  
ATTN: Bankruptcy  
P.O. Box 2952  
Sacramento, CA 95812-2952

Los Angeles City Clerk  
P.O. Box 53200  
Los Angeles, CA 90053-0200



Los Angeles Division  
255 East Temple Street  
Los Angeles, CA 90012

BANK OF AMERICA  
PO BOX 7047  
DOVER DE 19903

CAPITAL ONE BANK  
PO BOX 85529  
RICHMOND VA 23285

CITIMORTGAGE  
15851 CLAYTON ROAD  
BALLWIN MO 63011

GEMB/LOWES  
PO BOX 103065 C811  
ROSWELL GA 30076

HOME DEPOT CREDIT SERVICES  
PO BOX 6028  
THE LAKES NV 88901-6028

HSBC/RS  
POB 15524  
WILMINGTON DE 19850

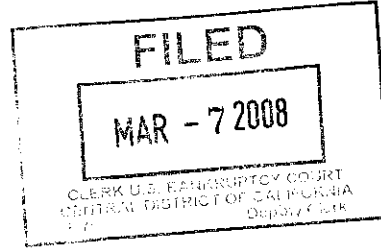
JC PENNY/MCCBG  
PO BOX 27570  
ALBUQUERQUE NM 87125-7570

MACYS/DSNB  
911 DUKE BLVD  
MASON OH 45040

PC MALL MACMALL RETAIL SERVICES  
PO BOX 60107  
CITY OF INDUSTRY CA 91716-0107

WASHINGTON MUTUAL/PROVIDIA  
4940 JOHNSON DRIVE  
PLEASANTON CA 94566

1 Robin Mashal (California State Bar No. 205003)  
2 LAW OFFICES OF ROBIN MASHAL  
3 1875 Century Park East, Suite 600  
4 Los Angeles, CA 90067-2507  
5 Telephone: (310) 286-2000  
6 Facsimile: (310) 286-2525



7 Attorneys for Creditor,  
8 NATIONAL GOLD & DIAMOND CENTER, INC.

9 UNITED STATES BANKRUPTCY COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11  
12 In re:  
13 MINERVA P. ESMILLA,  
14 Social Security Number XXX-XX-2654,  
15 Debtor.

Case No.: 2:08-bk-12485-VZ

Chapter 7

**APPEARANCE AND REQUEST FOR  
SPECIAL NOTICE BY CREDITOR  
NATIONAL GOLD & DIAMOND  
CENTER, INC.**

16  
17  
18  
19 COMES NOW, creditor National Gold & Diamond Center, Inc. ("Creditor"), and appears  
20 in this action as a creditor, through its counsel of record, Robin Mashal, Esq., and the Law  
21 Offices of Robin Mashal.

22 Creditor's claims against the bankruptcy debtor are secured by virtue of an attachment  
23 order obtained in the case of National Gold & Diamond Center, Inc. v. Minerva P. Esmilla, et al.,  
24 in the Superior Court of State of California, County of Los Angeles, Central Judicial District,  
25 Case number BC 381040, Assigned to Judge Ann I. Jones, Dept. 40. Writ of attachment was  
26 executed by the Los Angeles County Sheriff as against bankruptcy debtor's real property and  
27 bank accounts.

28 //

COPY

1 Pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure, the undersigned  
2 hereby respectfully requests that a copy of all notices from this Court be sent to the following  
3 address, which should be added to the address matrix:

4 Robin Mashal, Esq. (California State Bar No. 205003)

5 Law Offices of Robin Mashal

6 1875 Century Park East, Sixth Floor

7 Los Angeles, CA 90067-2507

8 Phone: (310) 286-2000

9 Fax: (310) 286-2525

10 E-mail: [mashal-law@att.net](mailto:mashal-law@att.net)

11 LAW OFFICES OF ROBIN MASHAL

12  
13 Dated: March 6, 2008

14 By: 

15 Robin Mashal,

16 Attorney for Creditor

17 NATIONAL GOLD & DIAMOND CENTER, INC.

**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1875 Century Park East, Suite 600, Los Angeles, California 90067-2507.

On March 6, 2008, I served on the interested parties in this action  a true and correct copy of OR  the original of the foregoing document(s) described as: **APPEARANCE AND REQUEST FOR SPECIAL NOTICE BY CREDITOR NATIONAL GOLD & DIAMOND CENTER, INC.**

**(BY MAIL)** By placing said documents in postage pre-paid envelope(s), sealed and addressed as shown on the attached service list, and depositing the same with the United States Postal Service the same day. I am readily familiar with this firm's business practice for collection and processing of correspondence by U.S. Mail. I am aware that on motion of party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date stated in this proof of service.

**(BY OVERNIGHT DELIVERY)** By placing said documents in Overnite Express™ envelope(s), sealed and addressed as shown on the attached service list, and depositing the same within the Overnite Express™ deposit box at Los Angeles, California, before the scheduled pickup time, to be delivered to the parties the next day.

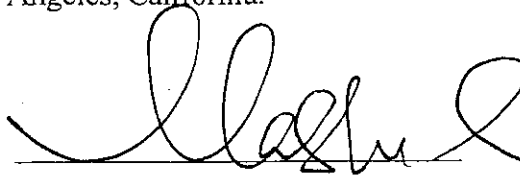
**(BY FACSIMILE)** By causing the said document(s) to be transmitted by electronic facsimile machine to the facsimile number(s) of those parties specifically indicated on the attached service list, in compliance with the California Rules of Court, with no error reported by the machine.

**(BY PERSONAL SERVICE)** I hand delivered said documents to the address(es) indicated on the attached service list.

**(STATE)** I declare under penalty of perjury under the laws of the State of California, that the above is true and correct.

**(FEDERAL)** I declare that  I am a member of the bar of this court OR  I am employed in the office of a member of the bar of this court at whose direction this service was made, and that the above is true and correct.

Executed on March 6, 2008, at Los Angeles, California.



SERVICE LIST

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Roman P. Mosqueda, Esq.  
LAW OFFICES OF ROMAN P. MOSQUEDA  
3350 Wilshire Blvd., Suite 700  
Los Angeles, CA 90010-1824

[Attorney]

Phone: (213) 252-9481  
Fax: (213) 252-5929

David L. Hahn  
HAHN, FIFE & CO., LLP  
22342 Avenida Emprsa, Suite 260  
Rancho Santa Margarita, CA 92688

[Bankruptcy Trustee]

Phone: (949) 888-1014

---

LAW OFFICES OF  
**ROBIN MASHAL, ESQ.**

---

SIXTH FLOOR - SUITE 600  
1875 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067-2507

TELEPHONE: (310) 286-2000  
FACSIMILE: (310) 286-2525  
E-MAIL: MASHAL-LAW@ATT.NET

March 21, 2008

David L. Hahn, Bankruptcy Trustee  
HAHN, FIFE & CO., LLP  
22342 Avenida Empresa, Suite 260  
Rancho Santa Margarita, CA 92688

Re: Minerva P. Esmilla  
U.S. Bcy. Ct., C.D. Cal., Case no. 2:08-bk-12485-VZ

Dear Mr. Hahn,

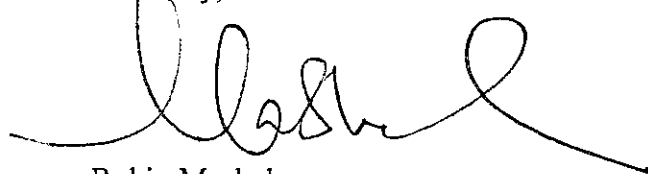
This office is legal counsel to National Gold & Diamond Center, Inc. ("Creditor"). Your office acts as Chapter 7 Trustee. I am following up on our phone conversation this afternoon, when you had read my letter faxed yesterday to your office.

You said your real estate broker also appraised Debtor's condominium at \$400,000. You have pulled the real estate records and also question the 37.50% interest Debtor claims in the condominium. You are aware of the writ of attachment recorded in favor of Creditor against the condominium. You said you will likely continue the meeting of the creditors on March 25, 2008.

You were curious about the nature of jewelry business Debtor was conducting. Enclosed please find a copy of my client's complaint in the case of National Gold & Diamond Center, Inc. v. Minerva P. Esmilla, et al., in the Superior Court of State of California, County of Los Angeles, Central Judicial District, Case number BC 381040.

If you have any questions, please call me at (310) 286-2000.

Sincerely,



Robin Mashal

RM:hs  
Enclosure

EXHIBIT C

LAW OFFICES OF  
ROBIN MASHAL, ESQ.

SIXTH FLOOR - SUITE 600  
1875 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067-2507

TELEPHONE: (310) 286-2000  
FACSIMILE: (310) 286-2525  
E-MAIL: MASHAL-LAW@ATT.NET

May 9, 2008

VIA FACSIMILE AND U.S. MAIL

David L. Hahn, Bankruptcy Trustee  
HAHN, FIFE & CO., LLP  
22342 Avenida Empresa, Suite 260  
Rancho Santa Margarita, CA 92688

Re: Minerva P. Esmilla  
U.S. Bcy. Ct., C.D. Cal., Case no. 2:08-bk-12485-VZ

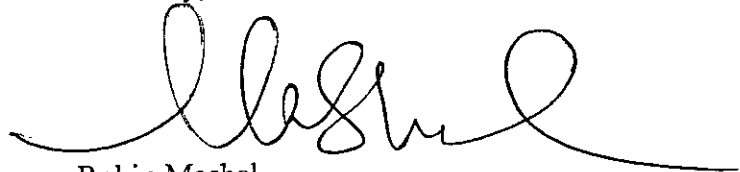
Dear Mr. Hahn,

This office is legal counsel to National Gold & Diamond Center, Inc. ("Creditor"). Your office acts as Chapter 7 Trustee.

I understand the continued Section 341 hearing took place on April 28, 2008. The Debtor were to provide various documents, and also explain how she claims only a 37.50% interest in the condominium for a value of \$101,250, whereas the real estate records show her interest as between 50% to 66.66% for a value between \$200,000 and \$266,667.

Was the Debtor able to provide any acceptable explanation or documentation? I would appreciate if you advise me of the status of these matters. Thank you.

Sincerely,



Robin Mashal

RM:hs  
Enclosure

EXHIBIT D

---

LAW OFFICES OF  
**ROBIN MASHAL, ESQ.**

---

SIXTH FLOOR - SUITE 600  
1875 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067-2507

TELEPHONE: (310) 286-2000  
FACSIMILE: (310) 286-2525  
WWW.CALIFORNIA-COUNSELORS.COM

July 15, 2008

VIA FACSIMILE AND U.S. MAIL

Roman P. Mosqueda, Esq.  
LAW OFFICES OF ROMAN P. MOSQUEDA  
3350 Wilshire Blvd., Suite 700  
Los Angeles, CA 90010-1824

Phone: (213) 252-9481

Re: National Gold & Diamond Center, Inc. v. Minerva P. Esmilla, et al.  
L.A.S.C., Central District, Case No. BC 381040

In re Minerva P. Esmilla,  
U.S. Bankr. Ct., C.D. Cal., Los Angeles, Case No. 2:08-bk-12485-VZ

Dear Mr. Mosqueda,

I telephoned your office earlier this afternoon and spoke with your assistant Lolita. She said you are with a client and took down a message for you to call me back. She informed me the continued Section 341 hearing in the above Bankruptcy case was taken off calendar yesterday, but the Bankruptcy Trustee said his office will set a future Section 341 hearing. I ask that you advise me in writing once you learn about the future hearings.

National Gold & Diamond Center, Inc. ("Client") is a **secured** creditor of your client, Minerva P. Esmilla ("Debtor"). Debtor's amended Bankruptcy schedules admit the same under penalty of perjury. As such, Client's claims against Debtor are **not** dischargeable in bankruptcy. I propose that Debtor enters the following stipulations (and others as necessary) so the parties may proceed through the above-referenced cases efficiently:

1. Debtor stipulates for the Bankruptcy Court to lift automatic stay as against the above-referenced Los Angeles Superior Court case,
2. Debtor stipulates to entry of judgment in favor of Client in the Los Angeles Superior Court case.

EXHIBIT   E



Roman P. Masqueda, Esq.  
Re: National Gold & Diamond Center, Inc. vs. Minerva P. Esmilla, et al.  
July 15, 2008  
page 2 of 2

As you know, Client's claims against Debtor are based on contracts with attorney's fees provisions. By way of this letter, I am meeting and conferring with you for entry of stipulations that would eliminate the need for my office to bring motions before the courts. However, if you and Debtor should not wish to be cooperative, my office will take all necessary legal steps, and Client will seek to recover all attorney's fees and costs so incurred from the Debtor.

Kindly advise me of your decision in writing by the close of business day, **July 18, 2008**. If you have any questions or comments, please call me at (310) 286-2000. Thank you for your anticipated courtesy and cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robin Mashal', written in a cursive style.

Robin Mashal

RM:hs

Cc: David L. Hahn, Bankr. Trustee (by fax only)

LAW OFFICES OF  
**ROBIN MASHAL, ESQ.**

SIXTH FLOOR - SUITE 600  
1875 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067-2507

TELEPHONE: (310) 286-2000  
FACSIMILE: (310) 286-2525  
WWW.CALIFORNIA-COUNSELORS.COM

July 23, 2008

VIA FACSIMILE AND U.S. MAIL

Roman P. Mosqueda, Esq.  
LAW OFFICES OF ROMAN P. MOSQUEDA  
3350 Wilshire Blvd., Suite 700  
Los Angeles, CA 90010-1824

Phone: (213) 252-9481

Re: In re Minerva P. Esmilla,  
U.S. Bankr. Ct., C.D. Cal., Los Angeles, Case No. 2:08-bk-12485-VZ

Dear Mr. Mosqueda,

This letter follows up on our phone conversation this afternoon when I called your office. I was following up on my letter of July 15, 2008 to your office and our phone conversation that day. We discussed that my client is a secured creditor and hence, its claims against your client are not dischargeable in bankruptcy. I suggested the parties enter stipulations to prevent any avoidable attorney's fees and costs by both sides:

1. Debtor stipulates for the Bankruptcy Court to lift automatic stay as against the Los Angeles Superior Court case,
2. Debtor stipulates to entry of judgment in favor of Client in the Los Angeles Superior Court case. (Today, I discussed with you the possible alternative of having judgment entered in the Bankruptcy Court case.)

You asked about the stipulation terms so you can discuss them with Minerva Esmilla, your client. As your client has admitted in her bankruptcy petitions, my client is owed the principal sum of \$35,592.20, on which interest is accruing. In addition, the legal fees at my hourly rate and costs come up to \$7,437.50, and \$1,100.00, respectively.

As you know, Client's claims against Debtor are based on contracts with attorney's fees provisions. I am meeting and conferring with you for entry of stipulations that would eliminate the need for my office to bring motions before the courts. However, if you and Debtor should

EXHIBIT F

COPY

Roman P. Masqueda, Esq.

Re: National Gold & Diamond Center, Inc. vs. Minerva P. Esmilla, et al.

July 23, 2008

page 2 of 2

not wish to be cooperative, my office will be forced to take all necessary legal steps, and Client will seek to recover all attorney's fees and costs so incurred from the Debtor.

Kindly advise me of your decision in writing by the close of business day, **July 28, 2008**. If you have any questions or comments, please call me at (310) 286-2000. Thank you for your anticipated courtesy and cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robin Mashal', written in a cursive style. The signature is positioned above the printed name 'Robin Mashal'.

Robin Mashal

RM:hs

Cc: David L. Hahn, Bankr. Trustee (by fax only)

FROM :LAW OFFICES OF ROMAN MOSQUEDA FAX NO. :213 252 5929

1. 28 2008 10:37AM P1

**LAW OFFICES OF ROMAN P. MOSQUEDA**  
A LAW CORPORATION  
3055 Wilshire Blvd., Suite 425  
Los Angeles, CA 90010  
Telephone No.: (213)252-9481; Fax No.: (213)252-59290  
E-mail : rpm\_law@yahoo.com

July 25, 2008

Robin Marshal, Esq.  
Law Offices of Robin Marshal  
Sixth Floor – Suite 600  
1875 Century Park East  
Los Angeles, CA 90067-2507

VIA MAIL & FACSIMILE  
Fax No.: (310)286-2525

COPY

Re : Case No. 2:08-bk-12485-VZ  
Minerva P. Esmilla

Dear Mr. Marshal:

We have conferred with our client, Minerva P. Esmilla, and she indicated to us her unwillingness to stipulate on the lifting of the automatic stay in the Los Angeles Superior Court case and the entry of judgment thereof in favor of your client. She wants the same to be decided by the Bankruptcy Court.

If you have any question, please give me a call.

Very truly yours,

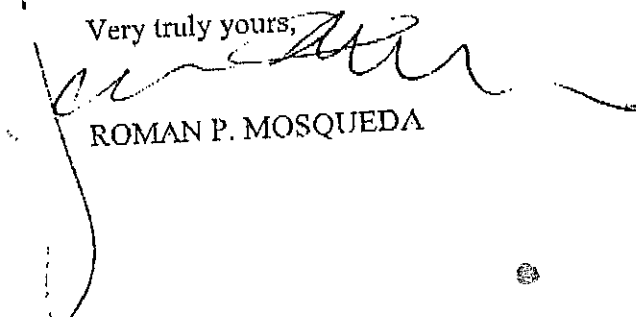
  
ROMAN P. MOSQUEDA

EXHIBIT G

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

255 East Temple Street, Los Angeles, CA 90012

**DISCHARGE OF DEBTOR**

**DEBTOR INFORMATION:**  
Minerva Pagdanganan Esmilla

**BANKRUPTCY NO.** 2:08-bk-12485-VZ

**CHAPTER 7**

**Last four digits of Social-Security or Individual Taxpayer-Identification (ITIN) No(s), (if any):** xxx-xx-2654  
**Employer Tax-Identification (EIN) No(s).(if any):** N/A  
**Debtor Discharge Date:** 7/22/09

**Address:**  
21828 S Vermont Unit 1  
Torrance, CA 90502

It appearing that the debtor is entitled to a discharge, IT IS ORDERED: The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

FOR THE COURT,

Dated: July 22, 2009

**Jon D. Ceretto**  
Clerk of the Court

**SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION**

*\* Set forth all names, including trade names, used by the debtor(s) within the last 8 years. For joint debtors, set forth the last four digits of both social-security numbers or individual taxpayer-identification numbers.*

EXHIBIT   H

### EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

#### Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:* There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

#### Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

#### Debts That are Not Discharged.

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

1 Robin Mashal (California State Bar No. 205003)  
2 **HONG & MASHAL, LLP**  
3 1875 Century Park East, Suite 600  
4 Los Angeles, CA 90067-2507  
5 Telephone: (310) 286-2000  
6 Facsimile: (310) 286-2525

**ORIGINAL FILED**

JAN 28 2010

**LOS ANGELES  
SUPERIOR COURT**

7 Attorneys for Plaintiff,  
8 NATIONAL GOLD & DIAMOND CENTER, INC.

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES, CENTRAL JUDICIAL DISTRICT

11 NATIONAL GOLD & DIAMOND CENTER,  
12 INC., a California corporation,

Case No.: BC 381040

13 Plaintiff,

Assigned to Hon. Michelle R. Rosenblatt  
Dept. 40, Room 414

14 vs.

**STIPULATION FOR ENTRY OF  
JUDGMENT IN FAVOR OF PLAINTIFF  
NATIONAL GOLD & DIAMOND  
CENTER, INC.; ORDER THEREON**

15 MINERVA P. ESMILLA, an individual, a/k/a  
16 Minerva Esmilla Pagdanganan, a/k/a Esmilla  
17 Pagdanganan,

[CCP § 664.6]

18 Defendants.

19  
20 This Stipulation for Entry of Judgment (“Stipulation”) in favor of plaintiff NATIONAL  
21 GOLD & DIAMOND CENTER, INC., a California corporation (“Plaintiff”) and against  
22 defendant MINERVA P. ESMILLA, an individual, a/k/a Minerva Esmilla Pagdanganan, a/k/a  
23 Esmilla Pagdanganan (“Defendant”) is made and entered into, pursuant to Section 664.6 of the  
24 California Code of Civil Procedure, with reference to the following facts:

25 **RECITALS**

26 A. On November 21, 2007, Plaintiff commenced the above-captioned action (the  
27 “Action”) against Defendant, and obtained a \$49,592.20 attachment lien against  
28

**COPY**

1 Defendant's properties;

2 B. Defendant filed an answer in this Action denying the claims alleged by Plaintiff in  
3 the Action; and,

4 C. Plaintiff and Defendant have reached an agreement to enter a stipulation for entry  
5 of judgment against Defendant in the sum of \$49,592.20, which stipulation shall  
6 be filed with the Court after the Court rules on Defendant's second Motion to  
7 Dismiss with Prejudice, scheduled for hearing on January 8, 2010.

8 **AGREEMENT**

9 1. IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff and  
10 Defendant, that Judgment shall be entered herein, in favor of Plaintiff and against the Defendant,  
11 in the principal sum of **\$49,592.20**, enforceable only against Defendant's attached properties and  
12 assets, and not otherwise personally against Defendant.

13 2. IT IS FURTHER STIPULATED AND AGREED that this Stipulation for Entry of  
14 Judgment may be filed with the Court, on an ex parte basis and without any notice to Defendant,  
15 after the Court rules on Defendant's second motion to dismiss with prejudice scheduled to be  
16 heard January 8, 2010. It is further stipulated and agreed that both Plaintiff and Defendant waive  
17 their respective rights to appeal Court's ruling on Defendant's second motion to dismiss with  
18 prejudice scheduled for hearing on January 8, 2010. It is further stipulated and agreed that upon  
19 the execution of this Stipulation, Plaintiff may file a Notice of Conditional Settlement with the  
20 Court, advising the Court that the parties have entered a Stipulation for Entry of Judgment which  
21 document will be filed with the Court only after the Court rules on Defendant's second Motion to  
Dismiss with Prejudice scheduled to be heard in Department 40 on January 8, 2010.

22 3. IT IS FURTHER STIPULATED AND AGREED that, Defendant waives her  
23 rights to a hearing upon entry of said Judgment, as set forth in the case of Rooney v. Vermont  
24 Investment, 10 Cal. 3d 351 (1973).

25 4. IT IS FURTHER STIPULATED AND AGREED that Defendant waives any  
26 rights she may have to stay of execution of Judgment for requesting or having a new trial, or any  
27 rights she may have to request or to have an appeal from the entry of Judgment entered as a result  
28 of this Stipulation for Entry of Judgment.



1 5. IT IS FURTHER STIPULATED AND AGREED that Defendant waives Sections  
2 583.310 through 583.360 of the California Code of Civil Procedure, and Sections 583.410  
3 through 583.430 of the California Code of Civil Procedure.

4 6. IT IS FURTHER STIPULATED AND AGREED that a Commissioner of the  
5 Court may hear any proceedings arising out of this Stipulation for Entry of Judgment, without the  
6 necessity of a noticed motion.

7 7. IT IS FURTHER STIPULATED AND AGREED that Defendant waives the filing  
8 of military affidavits, filing and service of a copy of the Memorandum of Costs and  
9 Disbursements, or Notice of Entry of Judgment, and that Judgment may be entered herewith by  
10 the Court upon without notice to Defendant.

11 8. IT IS FURTHER STIPULATED AND AGREED that Defendant at all times  
12 material hereto has been represented by the legal counsel of her choice, concerning her rights  
13 with respect to the form and content of this Stipulation for Entry of Judgment and the advisability  
14 of executing same.

15 9. IT IS FURTHER STIPULATED AND AGREED that this Stipulation for Entry of  
16 Judgment may be executed in two or more counterparts, each of which shall be deemed a  
17 duplicate original, but all of which together shall constitute one and the same counterpart.  
18 Facsimile signatures are acceptable, to be followed up with original signatures.

19 10. IT IS FURTHER STIPULATED AND AGREED that Plaintiff shall be entitled to  
20 Plaintiff's costs associated with the collection of the Judgment entered herein.

21 11. IT IS FURTHER STIPULATED AND AGREED that the court shall retain  
22 jurisdiction over this action and the parties to this action until performance in full of the terms of  
23 this Stipulation.

24 12. IT IS FURTHER STIPULATED AND AGREED that the parties shall perform  
25 any other acts and execute and deliver such further documents as may be reasonably necessary to  
26 carry out the terms of this Stipulation.

27 13. IT IS FURTHER STIPULATED AND AGREED that Defendant on behalf of  
28 herself and on behalf of her officers, directors, managers, agents, employees, representatives,  
subsidiaries, affiliates, partners, attorneys, consultants, successors, heirs, devisees and assigns  
shall and does hereby forever release, discharge and acquit Plaintiff and its officers, directors,

1 5. IT IS FURTHER STIPULATED AND AGREED that Defendant waives Sections  
2 583.310 through 583.360 of the California Code of Civil Procedure, and Sections 583.410  
3 through 583.430 of the California Code of Civil Procedure.

4 6. IT IS FURTHER STIPULATED AND AGREED that a Commissioner of the  
5 Court may hear any proceedings arising out of this Stipulation for Entry of Judgment, without the  
6 necessity of a noticed motion.

7 7. IT IS FURTHER STIPULATED AND AGREED that Defendant waives the filing  
8 of military affidavits, filing and service of a copy of the Memorandum of Costs and  
9 Disbursements, or Notice of Entry of Judgment, and that Judgment may be entered herewith by  
10 the Court upon without notice to Defendant.

11 8. IT IS FURTHER STIPULATED AND AGREED that Defendant at all times  
12 material hereto has been represented by the legal counsel of her choice, concerning her rights  
13 with respect to the form and content of this Stipulation for Entry of Judgment and the advisability  
14 of executing same.

15 9. IT IS FURTHER STIPULATED AND AGREED that this Stipulation for Entry of  
16 Judgment may be executed in two or more counterparts, each of which shall be deemed a  
17 duplicate original, but all of which together shall constitute one and the same counterpart.  
18 Facsimile signatures are acceptable, to be followed up with original signatures.

19 10. IT IS FURTHER STIPULATED AND AGREED that Plaintiff shall be entitled to  
20 Plaintiff's costs associated with the collection of the Judgment entered herein, part of the  
21 judgment for which the Defendant shall not be personally liable.

22 11. IT IS FURTHER STIPULATED AND AGREED that the court shall retain  
23 jurisdiction over this action and the parties to this action until performance in full of the terms of  
24 this Stipulation.

25 12. IT IS FURTHER STIPULATED AND AGREED that the parties shall perform  
26 any other acts and execute and deliver such further documents as may be reasonably necessary to  
27 carry out the terms of this Stipulation.

28 13. IT IS FURTHER STIPULATED AND AGREED that Defendant on behalf of  
herself and on behalf of her officers, directors, managers, agents, employees, representatives,  
subsidiaries, affiliates, partners, attorneys, consultants, successors, heirs, devisees and assigns  
shall and does hereby forever release, discharge and acquit Plaintiff and its officers, directors,

1 shareholders, agents, employees, representatives, subsidiaries, affiliates, partners, attorneys,  
2 consultants, successors, heirs, devisees and assigns from any and all claims, demands, liens,  
3 promissory acts, agreements, debts, actions, causes of action, liabilities, costs, expenses and  
4 obligations of every kind, known and unknown, matured and unmatured, of any kind or nature  
5 whatsoever, now existing or arising in the future out of any fact, thing, event, occurrence, act,  
6 omission, or non-occurrence to the date hereof, including, but not limited to, any and all claims,  
7 demands, debts, actions, causes of action, liabilities, costs and obligations asserted in, arising out  
8 of, or in any way relating to the above captioned Judicial Proceeding. It is further understood and  
9 agreed that the releases contained herein extend to all claims of every nature and kind  
10 whatsoever, known and unknown, and Defendant hereby expressly waives any claims and all  
11 rights under Section 1542 of the California Civil Code, which states as follows:

12 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
13 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
14 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF  
15 KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS  
16 SETTLEMENT WITH THE DEBTOR."

17 WHEREFORE, the parties execute this stipulation:

18 "Defendant"

*Minerva P. Esmilla*

19 Dated: \_\_\_\_\_

20 **MINERVA P. ESMILLA, an individual,**  
21 **a/k/a Minerva Esmilla Pagdanganan,**  
22 **a/k/a Esmilla Pagdanganan**

23 "Plaintiff"

24 **NATIONAL GOLD & DIAMOND**  
25 **CENTER, INC., A California Corporation,**

26 Dated: \_\_\_\_\_

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

28 Mayour Rabbanian-Salim

Title: CEO

//

//

1 shareholders, agents, employees, representatives, subsidiaries, affiliates, partners, attorneys,  
2 consultants, successors, heirs, devisees and assigns from any and all claims, demands, liens,  
3 promissory acts, agreements, debts, actions, causes of action, liabilities, costs, expenses and  
4 obligations of every kind, known and unknown, matured and unmatured, of any kind or nature  
5 whatsoever, now existing or arising in the future out of any fact, thing, event, occurrence, act,  
6 omission, or non-occurrence to the date hereof, including, but not limited to, any and all claims,  
7 demands, debts, actions, causes of action, liabilities, costs and obligations asserted in, arising out  
8 of, or in any way relating to the above captioned Judicial Proceeding. It is further understood and  
9 agreed that the releases contained herein extend to all claims of every nature and kind  
10 whatsoever, known and unknown, and Defendant hereby expressly waives any claims and all  
rights under Section 1542 of the California Civil Code, which states as follows:

11 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
12 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
13 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF  
14 KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS  
SETTLEMENT WITH THE DEBTOR."

15 WHEREFORE, the parties execute this stipulation:

16 "Defendant"

17 Dated: \_\_\_\_\_

18  
19 **MINERVA P. ESMILLA, an individual,**  
20 **a/k/a Minerva Esmilla Pagdanganan,**  
21 **a/k/a Esmilla Pagdanganan**

22 "Plaintiff"  
23 **NATIONAL GOLD & DIAMOND**  
24 **CENTER, INC., A California Corporation,**

25 Dated: 12-17-2009

26 By: Mayour Rabbaniian-Salim  
27 Mayour Rabbaniian-Salim  
28 Title: CEO

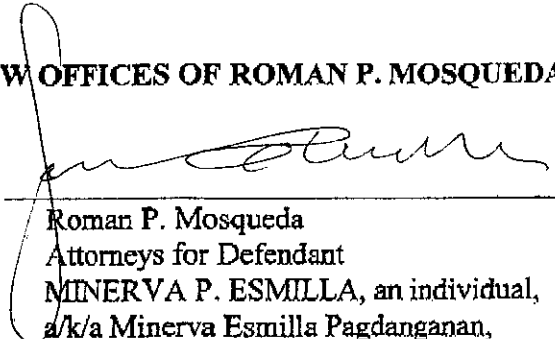
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1 APPROVED AS TO FORM:

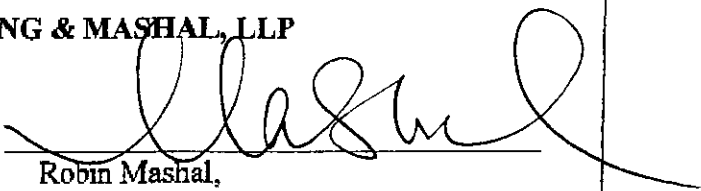
2 **LAW OFFICES OF ROMAN P. MOSQUEDA**

3  
4 Dated: 12/14/09

5 By:   
6 Roman P. Mosqueda  
7 Attorneys for Defendant  
8 MINERVA P. ESMILLA, an individual,  
9 a/k/a Minerva Esmilla Pagdanganan,  
10 a/k/a Esmilla Pagdanganan

11 **HONG & MASHAL, LLP**

12 Dated: \_\_\_\_\_

13 By:   
14 Robin Mashal,  
15 Attorneys for Plaintiff  
16 NATIONAL GOLD & DIAMOND  
17 CENTER INC.

18 **ORDER**

19 IT IS HEREBY ORDERED that Judgment be entered in favor of plaintiff NATIONAL  
20 GOLD & DIAMOND CENTER, INC., a California corporation ("Plaintiff") and against  
21 defendant MINERVA P. ESMILLA, an individual, a/k/a Minerva Esmilla Pagdanganan, a/k/a  
22 Esmilla Pagdanganan ("Defendant"), in the principal sum of \$49,592.20, based on the above  
23 Stipulation for Entry of Judgment executed by the parties pursuant to Section 664.6 of the  
24 California Code of Civil Procedure.

25 The Clerk shall enter this Judgment.

26 *Please See Next Page*

27 Dated: \_\_\_\_\_

28 Hon. Michelle R. Rosenblatt  
Judge of the Superior Court

1 APPROVED AS TO FORM:

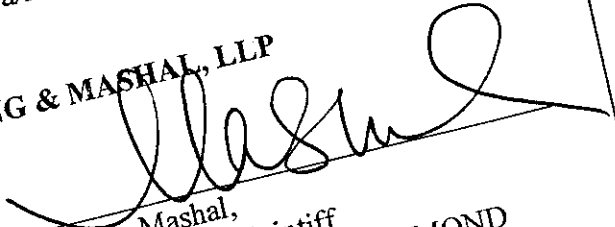
LAW OFFICES OF ROMAN P. MOSQUEDA

2  
3  
4 Dated: \_\_\_\_\_

By: Roman P. Mosqueda  
Attorneys for Defendant  
MINERVA P. ESMILLA, an individual,  
a/k/a Minerva Esmilla Pagdanganan,  
a/k/a Esmilla Pagdanganan

HONG & MASHAL, LLP

5  
6  
7  
8  
9  
10 Dated: \_\_\_\_\_

By:   
Robin Mashal,  
Attorneys for Plaintiff  
NATIONAL GOLD & DIAMOND  
CENTER INC.

ORDER

11  
12  
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17  
18 IT IS HEREBY ORDERED that Judgment be entered in favor of plaintiff NATIONAL  
19 GOLD & DIAMOND CENTER, INC., a California corporation ("Plaintiff") and against  
20 defendant MINERVA P. ESMILLA, an individual, a/k/a Minerva Esmilla Pagdanganan, a/  
21 Esmilla Pagdanganan ("Defendant"), in the principal sum of \$49,592.20, based on the  
22 Stipulation for Entry of Judgment executed by the parties pursuant to Section 664.1  
23 California Code of Civil Procedure.

The Clerk shall enter this Judgment.

24  
25 Dated: 1-28-10

**MICHELLE R. ROSENBLUM**

Hon. Michelle R. Rosent  
Judge of the Superior C

**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1875 Century Park East, Suite 600, Los Angeles, California 90067-2507.

On December 21, 2009, I served on the interested parties in this action  a true and correct copy of OR  the original of the foregoing document(s) described as: **STIPULATION FOR ENTRY OF JUDGMENT IN FAVOR OF PLAINTIFF NATIONAL GOLD & DIAMOND CENTER, INC.; ORDER THEREON.**

**(BY MAIL)** By placing said documents in postage pre-paid envelope(s), sealed and addressed as shown on the attached service list, and depositing the same with the United States Postal Service the same day. I am readily familiar with this firm's business practice for collection and processing of correspondence by U.S. Mail. I am aware that on motion of party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date stated in this proof of service.

**(BY OVERNIGHT DELIVERY)** By placing said documents in Overnight Express™ envelope(s), sealed and addressed as shown on the attached service list, and depositing the same within the Overnight Express™ deposit box at Los Angeles, California, before the scheduled pickup time, to be delivered to the parties the next day.

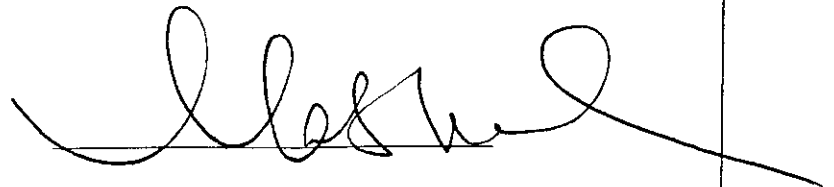
**(BY FACSIMILE)** By causing the said document(s) to be transmitted by electronic facsimile machine to the facsimile number(s) of those parties specifically indicated on the attached service list, in compliance with the California Rules of Court, with no error reported by the machine.

**(BY PERSONAL SERVICE)** I hand delivered said documents to the address(es) indicated on the attached service list.

**(STATE)** I declare under penalty of perjury under the laws of the State of California, that the above is true and correct.

**(FEDERAL)** I declare that  I am a member of the bar of this court OR  I am employed in the office of a member of the bar of this court at whose direction this service was made, and that the above is true and correct.

Executed on December 21, 2009, at Los Angeles, California.



SERVICE LIST

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3 Roman P. Mosqueda, Esq.  
4 LAW OFFICES OF ROMAN P. MOSQUEDA  
5 3055 Wilshire Blvd., Suite 425  
6 Los Angeles, CA 90010

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12 Phone: (213) 252-9481  
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12 Phone: (949) 888-1014  
13 Fax: (949) 766-9896

27 Dept. 40: (213) 974-5655



**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1875 Century Park East, Suite 600, Los Angeles, California 90067-2507.

On June 16, 2010, I served on the interested parties in this action  a true and correct copy of OR  the original of the foregoing document(s) described as: **OPPOSITION TO DEBTOR'S MOTION TO AVOID LIEN UNDER 11 U.S.C. § 522(f) (REAL PROPERTY); DECLARATION OF ROBIN MASHAL; EXHIBITS.**

**(BY MAIL)** By placing said documents in postage pre-paid envelope(s), sealed and addressed as shown on the attached service list, and depositing the same with the United States Postal Service the same day. I am readily familiar with this firm's business practice for collection and processing of correspondence by U.S. Mail. I am aware that on motion of party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date stated in this proof of service.

**(BY OVERNIGHT DELIVERY)** By placing said documents in Overnight Express™ envelope(s), sealed and addressed as shown on the attached service list, and depositing the same within the Overnight Express™ deposit box at Los Angeles, California, before the scheduled pickup time, to be delivered to the parties the next day.

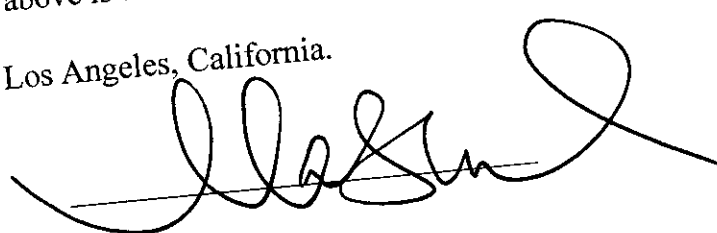
**(BY FACSIMILE)** By causing the said document(s) to be transmitted by electronic facsimile machine to the facsimile number(s) of those parties specifically indicated on the attached service list, in compliance with the California Rules of Court, with no error reported by the machine.

**(BY PERSONAL SERVICE)** I hand delivered said documents to the address(es) indicated on the attached service list.

**(STATE)** I declare under penalty of perjury under the laws of the State of California, that the above is true and correct.

**(FEDERAL)** I declare that  I am a member of the bar of this court OR  I am employed in the office of a member of the bar of this court at whose direction this service was made, and that the above is true and correct.

Executed on June 16, 2010, at Los Angeles, California.



**SERVICE LIST**

1  
2  
3 Roman P. Mosqueda, Esq.  
4 LAW OFFICES OF ROMAN P MOSQUEDA  
5 3055 Wilshire Blvd., Suite 425  
6 Los Angeles, CA 90010

[Debtor's Attorney]

7 David L Hahn, Trustee  
8 HAHN FIFE & CO., LLP  
9 22342 Avenida Empresa, Suite 260  
10 Rancho Santa Margarita, CA 92688

[Chapter 7 Trustee]

11 United States Trustee (LA)  
12 725 S Figueroa St., 26th Floor  
13 Los Angeles, CA 90017

[U.S. Trustee]