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Proposed Attorney for Debtor and Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA-LOS ANGELES DIVISION

In re:

CASE No.: 2:19-BK-19798-SK  
Chapter 11

NAVAHO TOUR, INC.,

DEBTOR'S EMERGENCY MOTION  
FOR ORDER AUTHORIZING USE  
OF CASH COLLATERAL ON AN  
INTERIM BASIS PENDING A FINAL  
HEARING AND PROVIDE  
ADEQUATE PROTECTION TO  
SECURED LENDER

Debtor-In-Possession

MEMORANDUM OF POINTS AND  
AUTHORITIES ;

FILED CONCURRENTLY WITH  
DECLARATION OF YOUNG JIN  
SHIN IN SUPPORT

HEARING

Date: To be determined

Time: To be determined

Place: 255 East Temple Street,  
Crtm

Los Angeles, CA 90012

TO THE HONORABLE, SANDRA KLEIN, OFFICE OF THE UNITED STATES  
TRUSTEE, MOVANT, SECURED CREDITORS, TWENTY LARGEST UNSECURED  
CREDITORS, AND ALL INTERESTED PARTIES AND ALL OTHER INTERESTED  
PARTIES:

## I. INTRODUCTION

Pursuant to Fed. R. Bank. P. 4001 and 9014, and Section 363(c) of Title 11 of the United States Code, 11 U.S.C. Secs. 101, et seq. (the "Bankruptcy Code"), NAVAHO TOUR, INC., the Debtor and Debtor-in-Possession in the above-captioned case (the "Debtor"), moves the Court to authorize Debtor's post-petition use of cash collateral on an interim basis and to authorize such use on a final basis after hearing on the motion can be held (the "Motion").

In support of the Motion, the Debtor states the following:

## II. BACKGROUND

### A. The Debtor's Business and the Chapter 11 Filing

1. NAVAHO TOUR, INC. ("Debtor") is a California corporation owned by Young Jin Shin (hereafter called the "Owner").
2. The Debtor is the owner of 9 commercial touring buses ("Property").
3. The Property is encumbered by leases in favor of Trans Lease, et al. The current balance of Trans Lease is unknown. As of the filing of this case, the debtor is behind in the amount of \$41,000.
4. The current market value of the Property is unknown.
5. The Property currently generates monthly gross rental income of approximately \$129,571. See **Exhibit "B"**.
6. On August 21, 2019, (the Petition Date), the debtor filed with the court the voluntary petition of relief under Chapter 11 of the Code. The Debtor is operating its business as a debtor-in-possession pursuant to Code §§ 1107(a) and 1108.

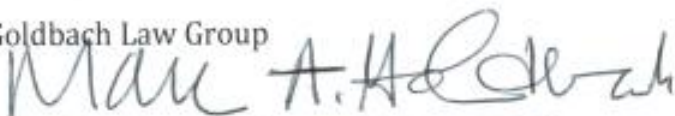
## III. JURISDICTION AND VENUE

7. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157(b)(2)(M) and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. §157(b) (2).
8. Venue of this proceeding and this Motion in this District is proper pursuant 28 U.S.C. §1408 and § 1409.
9. The statutory basis for the relief requested herein are Sections 105(a) and 363(b) of Title 11 of the United States Code ("Bankruptcy Code"), and Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (FRBP).

WHEREFORE, the Debtor respectfully requests that the Court enter an order approving the Debtor's use of the Cash Collateral, scheduling a date for a final determination with respect to the Debtor's continued use of the Cash Collateral, and granting any and all other relief to which the Debtor may appear entitled.

Dated: August 21, 2019

Goldbach Law Group

A handwritten signature in black ink, appearing to read "Marc A. Goldbach", written over a horizontal line.

Marc Aaron Goldbach, Esq.  
Proposed Counsel for Debtor NAVAHO  
TOUR, INC.

MEMORANDUM OF POINTS AND AUTHORITIES

### Cash Collateral

10. As of the Petition Date, the Debtor has assets including the leases to 9 commercial touring buses, the fair cash value of which is being determined. The Debtor's liabilities include secured claims in the principal amount of approximately \$2,500,000.

### Argument For Relief And Applicable Authority

11. Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code on August 21, 2019 (the "Petition Date"). Debtor continues to manage its financial affairs and operate its bankruptcy estate as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.
12. The Debtor's use of the Cash Collateral is imperative for Debtor to continue ordinary course operation, to protect the Property against catastrophic loss and to maximize the creditors' recovery. Entry of an interim order authorizing the use of the Cash Collateral is necessary to avoid immediate and irreparable harm to the Debtor's business, the value of its assets, its creditors, and other parties in interest.
13. By this Motion, Debtor seeks interim authority to use the cash collateral of Eng Commercial Finance Co., Grech Financial Service, Inc., 1<sup>st</sup> Source Bank/Coach Finance Group, LLC, Irizarusa and Trans Lease (hereinafter referred to as the "Lender"). Debtor believes, after preliminary investigation including title search, that Lender has some perfected security interest in the cash collateral of the Debtor, including part of the Debtor's cash on hand. The Debtor's use of cash collateral is essential to Debtor's reorganization success, in that Debtor needs the funds generated to keep the Debtor in operation and to pay for Debtor's post-petition operating expenses.
14. Specifically, the Debtor must be able to use cash collateral to pay for all necessary post-petition operating expenses including post-petition lease payments for the 9 buses, maintenance, supplies, property taxes, DMV registrations, payroll, utility bills, and other normal and necessary operating expenses of the tour bus business. Here, the Debtor's business cannot survive without any use of cash collateral. Debtor must be able to pay expenses in accordance with the attached Budget pending a final hearing in order to avoid immediate and irreparable harm to the Debtor's business and this bankruptcy estate.
15. The Debtor estimates that use of the Cash Collateral in an amount up to the attached budget, being the amount necessary to continue its normal business operations and meet its Chapter 11 obligations and responsibilities.

16. The Debtor seeks to use Cash Collateral for payment of insurance premium installments, utilities, management, and general maintenance to keep the Property in good repair and other expenditure for debt service, property taxes and other expenses the Debtor will be required to fund in Ch. 11.
17. It is in the best interests of the estate and its creditors that the Debtor be authorized to use the Cash Collateral pursuant to the terms contained herein.
18. The Debtor will continue to account for all post-petition cash use and proposed cash use.
19. The debtor further moves the Court to fix a hearing date to consider the entry of a final order authorizing the Debtor's continued use of the Cash Collateral.
20. Debtor's approximate monthly income from the debtor's business is as follows: See attached as **Exhibit "B"**.

<b>Property</b>	<b>Gross Rental/Business Income (Approximate)</b>
9 commercial touring buses	\$129,571 monthly 01/01/2019 to 07/31/2019

Creditors' Committee

21. No creditor's committee has been appointed by the United States Trustee.

Debtor's Pre-Petition Financing and Pre-petition Loan Documents

22. Debtor and Lender entered into certain lease arrangements evidenced by, among other things, instruments and agreements (hereinafter, collectively with all other related documents, the "Lease Documents").
23. Upon information and belief, Lender alleges that the amounts due under the Lease Documents as of the Petition Date (the "Pre-Petition Indebtedness") is as follows:

<b>Property</b>	<b>Lender</b>	<b>Approximate Balance Owed to Lender</b>	<b>Approximate Fair Market Value of Property</b>
5 of 9 commercial buses	Trans Lease	\$41,000	unknown leases
<b>Total</b>			

Pre-Petition Collateral

24. Lender alleges that the Pre-Petition Indebtedness is secured by substantially all of Debtor's Property (the "Collateral"). Subject to verification by post-petition appraisal, Debtor believes that Lender is fully secured on the Property, as described on line 14 above.

Perfection of Pre-Petition Security Interests and Liens

25. The Debtor is not, by the filing of this motion, waiving any right to contest the amount due under the Lease Documents or the priority or perfection of the security interests alleged to be held by Lender and the debtor is not admitting that the business income from the Property is cash collateral of Lender.

Debtors' Urgent Need for Use of Cash Collateral

26. Upon information and belief debtor contends that Lender has a security interest in all business income of the Debtor pursuant to the Lease Documents. As of the Petition Date, the Debtor has insufficient unencumbered cash on hand to operate without the use of the cash on hand.

27. Debtor wishes to commence making adequate protection payment to the Lender. Specifically, without the use of said cash collateral, the Debtor cannot pay the lease payments or pay any of the necessary expenses required for the upkeep and maintenance of the debtor's business. Debtor's failure to keep its obligations to its lender and vendors will be tantamount to immediate and irreparable harm to the Debtor and its estate.

28. Based upon the forgoing, it is evident that the consequence of leaving Debtor without use of cash collateral would cause a materially adverse effect on the estate and its creditors.

29. Without the immediate access to cash collateral, the Debtor's business operations will be greatly impaired. Debtor will be unable to make the lease payments, pay for its management expenses and will not be able to make other necessary maintenance and upkeep of the debtor's business. Debtor will be unable to keep its business obligations to its tenants, such as paying for the utilities, cleaning, maintenance services and management services that is required to operate its business.
30. Debtor has determined, in the exercise of its sound business judgment that it requires the use of the Lender's cash collateral in the specific monthly amounts detailed on the budget, See Young Jin Shin's declaration, attached thereto. The cash flow budget (**Exhibit "A"**) details the expenses by which the business income will be used for the period of August 21, 2019 through November 21, 2019 or for the period to be determined by this Court.

### **Relief Requested**

31. By this Motion, Debtor requests, pursuant to § 363(c)(2) of the Bankruptcy Code, that this Court enter an order authorizing Debtor to use cash collateral of the Lender in the specific amounts set forth in the Young Jin Shin's Declaration. In connection with the foregoing, Debtor also offers to adequately protect the interests of Lender by granting post-petition liens on, and security interest in, the Property of the estate in favor of the Lender as adequate protection for its secured claims and by making adequate protection payments to Lender in the amount of \$ \_\_\_\_\_ per month.
32. Section 363(c)(2) of the Bankruptcy Code provides that:
- a) The trustee may not use, sell, or lease cash collateral under paragraph (1) of this subsection unless---
  - b) The court, after notice and hearing, authorizes said use; sale or lease in accordance with the provisions of this Section....
- 11 U.S.C. § 363(c)(2). Section 363(e) provides that the Court may condition said use, sale or lease as is necessary to provide adequate protection to Lenders.
33. Based upon the foregoing, this Court is authorized to grant the interim and final relief requested in this Motion and to authorize and approve the use of cash collateral by the Debtor. Approval of the requested relief is in the best interests of creditors and of the bankruptcy estate.
34. Debtor believes that the terms and conditions of the requested relief are fair and reasonable. Debtor has engaged in a reasonable exploration of the availability of alternate credit and is unable to obtain postpetition credit.

35. Entry of the proposed order is in the best interests of Debtor, its bankruptcy estate and creditor and will enable Debtor among other things, to: (a) maintain continuity of operations; (b) pay creditors, and (c) maximize the value of the debtor's business.
36. In addition, the availability of funds under the proposed order will instill confidence in creditors of Debtors which will facilitate a smooth transition into chapter 11 and a successful reorganization.
37. Moreover, Debtor submits that the use of cash collateral contemplated by the proposed order is appropriate and proper under the facts herein. Part of the funds available to the Debtor is cash on hand, checking and other deposit accounts claimed by the Lender to constitute cash collateral within the meaning of section 363 of the Bankruptcy Code. As indicated above. Debtor cannot operate post-petition without the use of its pre-petition cash.
38. Based upon the foregoing, Debtor urges the Court to approve the proposed order, thereby authorizing Debtor to use cash collateral and incur the secured obligations as provided therein.

### **DISCUSSION**

#### **Debtor Must Authorized To Use Cash Collateral to Operate, Maintain and Preserve its Business in Accordance with the Budget**

39. The Debtor's use of properties of its estate is governed by Section 363 of the Bankruptcy Code. Section 363(c)(1) provides in pertinent part.

If the business of the debtor is authorized to be operated under section...1108... of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of properties of the estate, in the ordinary course of business, without notice or a hearing, and may use properties of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c)(1).

40. A Debtor-in-Possession has all of the rights and powers of a trustee with respect to properties of the estate, including the right to use properties of the estate in compliance with Section 363. See 11 U.S.C. § 1107(a). "Cash collateral" is defined as "cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents in which the estate and an entity other than the estate have an interest..." 11 U.S.C. § 363(a).



Section 363(c) (2) allows the use of "cash collateral" ...if:

- A. Each entity that has an interest in such cash collateral consents; or
- B. The court, after notice and a hearing, authorizes such use, sale or lease in accordance with the provisions of this section.

See 11 U.S.C. § 363(c)(2)(A) and (B).

- 41. It is well settled that it is appropriate for a chapter 11 debtor to use cash collateral for the purpose of maintaining the operating its properties. 11 U.S.C. § 363(c)(2)(B); *In re Oak Glen R Vee*, 8 B.R.213,216 (Bankr. CD. Cal. 1981); *In re Tucson Industrial Partners*, 129 B.R. 614 (B.A.P. 9<sup>th</sup> Cir. 1991).
- 42. In addition, where the Debtor is operating a business, it is extremely important that the access to cash collateral be allowed in order to facilitate the goal of reorganization: "The purpose of Chapter 11 is to rehabilitate debtors and generally access to cash collateral is necessary to operate a business." *In re Dynaco Corporation*, 162 B.R. 389 (Bankr. D.N.H. 1993), quoting *In re Stein*, 19 B.R. 458, 459 (Bankr. E.D. Pa. 1982).
- 43. The only sources of revenue available to the Debtor to operate, maintain and preserve its business is the Debtor's cash existing on the Petition Date and post-petitions revenues from the operation of its leasing business.
- 44. Debtor will have no ability to continue to operate its business and maintain and preserve the going concern value of its business unless the Debtor is able to use its cash which includes cash that constitutes the cash collateral of the Lender to pay the Debtor's ordinary operating expenses, including, but not limited to utilities, insurance, maintenance, etc.

#### **Transactions in the Ordinary Course of Business**

- 45. A debtor-in-possession generally may enter into transactions in the ordinary course of business, including the sale or lease of properties of the estate, without notice or a hearing. See 11 U.S.C. § 363(c)(1).
- 46. The debtor-in possession may employ, hire and fire employees and continue their employment of their management, subject to the imposition of restrictions on compensation if such compensation is determined to be excessive.
- 47. Unless the Court orders otherwise, the debtors-in-possession also may obtain unsecured credit and incur unsecured debt in the ordinary course of business. See 11 U.S.C. § 364(d). Accordingly, Debtor's post- petition lease of its Property is in the ordinary course of business.

#### **The Lender is Adequately Protected by the Debtor's Continued Use of Cash Collateral**

48. To the extent that an entity has a valid security interest in the revenues generated by properties, those revenues constitute "cash collateral" under Section 363(a) of the Bankruptcy Code. Pursuant to Section 363(c)(2), the Court may authorize the debtor to use a secured creditor's cash collateral if the secured creditor is adequately protected. *In re Mellor*, 734 F.2d 1396, 1400 (9th Cir. 1984). See also *In re O'Connor*, 808 F.2d 1393, 1398 (10th Cir. 1987); *In re McCombs Properties VI, Ltd.*, 88 B.R.261,265 (Bankr. C.D. Cal. 1988) ("McCombs").
49. Pursuant to the Supreme Court case of *United Savings Association v. Timbers of Inwood Forest Associates*, 108 S.Ct. 626, 629 (1988) ("Timbers") and subsequent case law, the properties interest that a debtor must adequately protect pursuant to Sections 361(1) and (2) of the Bankruptcy Code is only the value of the lien that secures the creditor's claim. *Timbers* at 630. See also *McCombs*, *Id.* At 266. Section 506(a) "limit[s] the secured status of a creditor (i.e., the secured creditor's claim) to the lesser of the allowed amount of the claim or the value of the collateral." *McCombs*, *Id.* At 266.
50. Additionally, the law is also clear that the preservation of the value of secured creditor's lien is sufficient to provide adequate protection to a secured creditor when a debtor seeks to use cash collateral. *In re Triplett*, 87 B.R. 25 (Bankr. W.D.Tex. 1988). See also *In re Stein*, 19 B.R. 458 (Bankr. E.D.Pa. 1982).
51. The following chart illustrates the adequate protection payments proposed by Debtor to the Lender.

Type of Claim	DESCRIPTION	TREATMENT	
		Secured Claim	Name=Trans Lease
	Collateral=5 buses	Pymt/interval	\$1,708
	Collateral Value=\$	Begin date	09/21/2019
	Priority of Sec=1 <sup>st</sup> /Lessor/Lender	Principal Amount	\$ unknown

52. Additionally, in determining adequate protection, Courts have stressed the importance of promoting a debtor's reorganization. In *In re O'Connor*, *supra*, the Tenth Circuit Stated:

In this case, Debtor, in the midst of a Chapter 11 proceeding, has proposed to deal with cash collateral for the purpose of enhancing the prospects of reorganization. This quest is the ultimate goal of Chapter 11. Hence, the Debtor's efforts are not only to be encouraged, but also their efforts during

the administration of the proceeding are to be measured in light of that quest. Because the ultimate benefit to be achieved by a successful reorganization inures to all the creditors of the estate, a fair opportunity must be given to the Debtors to achieve that end. Thus, while interests of the secured creditor whose properties rights are of concern to the court, the interests of all other creditors also have bearing upon the question of whether use of cash collateral shall be permitted during the early stages of administration. 808 F.2d at 1937.

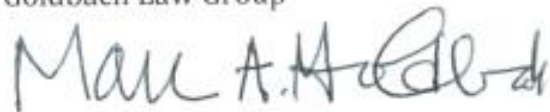
### CONCLUSION

WHEREFORE, Debtor respectfully requests that this Court enter an Order, which among other things:

1. Authorizes Debtor to use the cash collateral of the Lender as detailed In **Exhibit "A"**.
2. Set the last time and date for the filing of objections to approval of the proposed order on a final basis;
3. Set a hearing to consider approving the Proposed Order on a final basis pursuant to Bankruptcy Rule 4001 if an objection to the approval of the proposed order on final basis is filed;
4. After the final hearing (if necessary), enter a final order authorizing Debtor to utilize the cash collateral in accordance with the terms and subject to the provisions of the proposed order; and
5. Grant such other and further relief as is just and proper.

Dated: August 21, 2019

Goldbach Law Group



Marc Aaron Goldbach  
Proposed Attorneys for the Debtor-in-  
possession,  
Navaho Tour, Inc.

### DECLARATION OF YOUNG JIN SHIN

I, Young Jin Shin, do hereby declare that all of the following is true and correct to the best of my personal knowledge and if called upon as a witness, I could and would competently testify to the truthfulness of all of the below statements:

1. I am the President of the debtor in the instant bankruptcy proceeding, Case No. 2:19-bk-19798-SK.
2. I make this declaration in support of Debtor's Motion For Order Authorizing Use of Cash Collateral.
3. The projected cash flow for the Property for August 2019 to November 2019 is attached as **Exhibit "A"**.
4. I need to use cash collateral for the next three months while I am working to increase the rental income and propose a plan of reorganization.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct and that this Declaration was executed this 11<sup>th</sup> day of December 2018 at San Pedro, California.

  
Young Jin Shin, President  
Of Navaho Tour, Inc.

**Estimate Bus Income / Expense per month.**

\*\* The Statement is based on the 20 days charters sales per vehicle per month. (Even Point)

Type of Bus/Unit #	Income	Payment	Insurance	Gas	Work Comp
	\$18,000.0				
#204 (2017 Irizar I6)	0	\$7,275.81	\$2,306.88	\$3,000.00	\$541.12
	\$18,000.0				
#205 (2018 Irizar I6)	0	\$7,268.13	\$2,306.88	\$3,000.00	\$541.12
	\$18,000.0				
#207 (2016 Irizar I6)	0	\$7,337.60	\$2,306.88	\$3,000.00	\$541.12
	\$18,500.0				
#202 (2017 MCI)	0	\$8,072.96	\$2,306.88	\$3,000.00	\$541.12
	\$23,125.0				
#203 (2018 MCI)	0	\$7,924.40	\$2,306.88	\$3,750.00	\$676.40
	\$18,500.0				
#206 (2018 MCI)	0	\$6,572.39	\$2,306.88	\$3,000.00	\$541.12

Type of Bus/Unit #	Payroll	payroll tax	Maintenance	Driver Expense (Htl, Meal etc)	Marketing & Promotion	SubTotal
#204 (2017 Irizar I6)	\$3,200.00	\$405.00	\$1,000.00	\$300.00	\$200.00	-\$228.81
#205 (2018 Irizar I6)	\$3,200.00	\$405.00	\$1,000.00	\$300.00	\$200.00	-\$221.13
#207 (2016 Irizar I6)	\$3,200.00	\$405.00	\$1,000.00	\$300.00	\$200.00	-\$290.60
#202 (2017 MCI)	\$3,200.00	\$405.00	\$1,200.00	\$300.00	\$200.00	-\$225.96
						\$2,327.3
#203 (2018 MCI)	\$4,000.00	\$440.00	\$1,200.00	\$300.00	\$200.00	2
#206 (2018 MCI)	\$3,200.00	\$405.00	\$1,200.00	\$300.00	\$200.00	\$774.61
<b>Estimate Net Income / Month</b>						<b>\$2,135.43</b>

\*\* We have one contract bus one of our client, They are using one of our mic bus about 25 days per month.  
So I just put estimate on unit #203

\*\* Above data based on recent gas price and payroll (California wage)

Exhibit A

Exhibit B

**Estimate Bus Income / Expense per month.**

\*\* The Statement is based on the 20 days charters sales per vehicle per month. (Even Point)

Type of Bus/Unit #	Income	Payment	Insurance	Gas	Work Comp
	\$18,000.0				
#204 (2017 Irizar I6)	0	\$7,275.81	\$2,306.88	\$3,000.00	\$541.12
	\$18,000.0				
#205 (2018 Irizar I6)	0	\$7,268.13	\$2,306.88	\$3,000.00	\$541.12
	\$18,000.0				
#207 (2016 Irizar I6)	0	\$7,337.60	\$2,306.88	\$3,000.00	\$541.12
	\$18,500.0				
#202 (2017 MCI)	0	\$8,072.96	\$2,306.88	\$3,000.00	\$541.12
	\$23,125.0				
#203 (2018 MCI)	0	\$7,924.40	\$2,306.88	\$3,750.00	\$676.40
	\$18,500.0				
#206 (2018 MCI)	0	\$6,572.39	\$2,306.88	\$3,000.00	\$541.12

Type of Bus/Unit #	Payroll	payroll tax	Maintence	Driver Expense (Htl, Meal etc)	Marketing & Promotion	SubTotal
#204 (2017 Irizar I6)	\$3,200.00	\$405.00	\$1,000.00	\$300.00	\$200.00	-\$228.81
#205 (2018 Irizar I6)	\$3,200.00	\$405.00	\$1,000.00	\$300.00	\$200.00	-\$221.13
#207 (2016 Irizar I6)	\$3,200.00	\$405.00	\$1,000.00	\$300.00	\$200.00	-\$290.60
#202 (2017 MCI)	\$3,200.00	\$405.00	\$1,200.00	\$300.00	\$200.00	-\$225.96
#203 (2018 MCI)	\$4,000.00	\$440.00	\$1,200.00	\$300.00	\$200.00	\$2,327.32
#206 (2018 MCI)	\$3,200.00	\$405.00	\$1,200.00	\$300.00	\$200.00	\$774.61
<b>Estimate Net Income / Month</b>						<b>\$2,135.43</b>

\*\* We have one contract bus one of our client, They are using one of our mic bus about 25 days per month.

So I just put estimate on unit #203

\*\* Above data based on recent gas price and payroll (California wage)



### 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:  
111 W. Ocean Blvd., Suite 400, Long Beach, CA 90802

A true and correct copy of the foregoing document entitled (*specify*): Debtor's Motion For Order Authorizing Use of Cash Collateral

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*) \_\_\_\_\_, 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*) 08/26/2019, 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.

Hon. Sandra Klein  
U.S. Bankruptcy Court  
255 E. Temple Street, Suite 1582  
L.A., CA 90012

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*) \_\_\_\_\_, 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.

08/26/2019 Marc Aaron Goldbach  
*Date Printed Name*

Marc A. Goldbach  
*Signature*

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

Trans Lease Inc  
1400 W 62<sup>nd</sup> Ave  
Denver, Colorado 80221

Bridgestone Mileage Sales  
535 Marriott Dr  
Nashville, TN 37214

Department of the Treasury  
IRS  
Ogden, UT 84201 0039

1<sup>st</sup> Source Bank  
100 N Michigan St  
South Bend, IN 46601

Irizar USA LLC  
100 Cassia Way  
Henderson, NV 89014

Grech Financial Service Inc  
6915 Arlington Ave  
Riverside, CA 95204

Engs Commercial Finance Co  
1 Pierce Pl  
Ste 1100 West  
Itasca, IL 60143

JJJ Sales and Service  
13610 S Western Ave  
Gardena, CA 90249

Bridgestone Americas  
PO Box 73418  
Chicago, IL 60673

Wells Fargo Equipment Finance  
600 S 4<sup>th</sup> St  
MAC N9300 100  
Minneapolis, MN 55415

Coach Financial Group  
1645 Lyndale Ave North  
Ste 102  
Faribault, MN 55021

Youn Park  
8300 Beethoven Dr  
Buena Park, CA 90621

Sang J Shin  
433 S Lake St  
Ste 206  
Los Angeles, CA 90057

Yim in myong  
8300 Beethoven Dr  
Buena Park, CA 90621

Cho Yomeme  
8300 Beethoven Dr  
Buena Park, CA 90621