

1 **THE TUROCI FIRM**

Todd Turoci (State Bar No. 160059)  
2 Julie Philippi (State Bar No. 166108)  
3845 Tenth Street  
3 Riverside, CA 92501  
Telephone: (888) 332-8362  
4 Facsimile: (866) 762-0618  
5 Email: mail@theturocifirm.com

6 Attorney for Debtor and Debtor-in-Possession

7  
8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **RIVERSIDE DIVISION**

11  
12 In re:

13  
14 INVESTMENT GROUP, LLC,

15  
16 Debtor and Debtor in  
17 Possession.

) Chapter 11

) Case No. 6:18-bk-17175-SC

) **NOTICE OF MOTION AND MOTION TO**  
) **APPROVE USE OF CASH COLLATERAL**  
) **AND ADEQUATE PROTECTION;**  
) **MEMORANDUM OF POINTS AND**  
) **AUTHORITIES; AND DECLARATION OF**  
) **SAM SAMARAH IN SUPPORT THEREOF**

18 **Hearing:**

19 **DATE:** November 06, 2018

20 **TIME:** 1:30 p.m.

21 **CTRM:** Video Hearing Courtroom 126

22 US Bankruptcy Court

23 3420 Twelfth Street

24 Riverside, CA 92501

25 **TO THE HONORABLE SCOTT CLARKSON, UNITED STATES BANKRUPTCY**  
26 **JUDGE; THE OFFICE OF THE UNITED STATES TRUSTEE; OTHER CREDITORS**  
27 **AND PARTIES IN INTEREST:**  
28

1           **PLEASE TAKE NOTICE THAT** on November 06, 2018, at 1:30 p.m., or as soon  
2 thereafter as the matter may be heard, before the Honorable Scott Clarkson, United States  
3 Bankruptcy Judge, in Video Hearing Courtroom 126 of the United States Bankruptcy Court for  
4 the Central District of California, located at 3420 Twelfth Street, Riverside, California, Investment  
5 Group, LLC, the debtor and debtor in possession herein, will move this Court for an order  
6 authorizing the use of cash collateral through the effective date of a plan or dismissal or  
7 conversion of the case. The Motion is brought pursuant to 11 U.S.C. sections 361 and 363 and in  
8 accordance with Federal Rules of Bankruptcy Procedure 4001 and 9014 and Local Bankruptcy  
9 Rules 4001-2 and 9013-1.

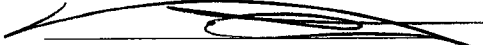
10           This Motion will be based on this Notice, the attached Memorandum of Points and  
11 Authorities, the attached Declaration of Sam Samarah, all exhibits attached hereto, and the  
12 arguments, evidence, and representations that may be presented at or prior to the hearing on this  
13 Motion.

14           **PLEASE TAKE FURTHER NOTICE** that, if you do not oppose the Motion, you need  
15 take no further action. If you do oppose the Motion, Local Bankruptcy Rule 9013-1(f) requires that  
16 any response to the Motion be filed with the Court and served upon counsel for the moving party  
17 not less than fourteen (14) days before the hearing date.

18           **PLEASE TAKE FINAL NOTICE** that pursuant to Local Bankruptcy Rule 9013-1(h) the  
19 failure to file and serve a timely opposition to the Motion may be deemed by the Court to constitute  
20 consent to the Court's granting the relief sought therein.

21  
22 Dated: September 20, 2018

**THE TUROCI FIRM**

23  
24  
25 By:   
26 Todd Turoci  
27 Attorney for Debtor in Possession  
28 Investment Group, LLC.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **JURISDICTION AND VENUE**

4 This court has jurisdiction over this matter pursuant to 28 U.S.C. sections 157 and 1334.  
5 This matter relates to the administration of Debtor's bankruptcy estate and is accordingly a core  
6 proceeding pursuant to 28 U.S.C. section 157(b)(2)(A) and (M). Venue is proper in this court  
7 pursuant to 28 U.S.C. sections 1408 and 1409.

8 **II.**

9 **STATEMENT OF FACTS**

10 **A. General Background**

11 On August 24, 2018, Investment Group, LLC (the "Debtor") commenced the above-  
12 captioned bankruptcy case by filing a voluntary petition under chapter 11 of the United States  
13 Bankruptcy Code in the Central District of California. Declaration of Sam Samarah, attached  
14 hereto. Debtor is operating as a debtor-in-possession pursuant to 11 U.S.C. sections 1107 and  
15 1108.<sup>1</sup> *Id.* Debtor owns two parcels of commercial real property located at 305 & 333 S.  
16 Waterman Avenue, San Bernardino, California (the "Real Property") with a combined value of  
17 approximately \$2.1 million<sup>2</sup>. *Id.*; Grant Deeds, attached hereto as Exhibit 1. The Real Property  
18 is rented to one tenant. Samarah Declaration. Debtor has no other business and has no  
19 employees. *Id.*

20 **B. Necessity of the Filing of This Chapter 11 Case**

21 In December 2017, Debtor purchased the Real Property<sup>3</sup>. *Id.* At the time of purchase, the  
22 Real Property was generating rental income of \$19,244 per month which was sufficient to pay  
23 the senior deed of trust. *Id.* In or about April 2018, the tenant modified the rental agreement and  
24 is now leasing just one parcel<sup>4</sup>, which in effect left the other lot vacant reducing the rental

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<sup>1</sup> All statutory references are to Title 11 of the United States Code unless otherwise noted.

27 <sup>2</sup> Appraisal is pending.

28 <sup>3</sup> The two parcels are adjacent. A car dealership is located on one parcel and the other is a vacant lot that the dealership has in the past used for parking.

<sup>4</sup> Modified rental agreement is for 333 S. Waterman Ave. only.

1 income to \$11,500 per month. *Id.* This created a substantial cash flow problem leaving Debtor  
2 unable to pay creditors. *Id.*

3 After taking over ownership of the Real Property in December 2017, a review of the  
4 books and records showed that tenants had not paid the rent for September through December  
5 2017. *Id.*

6 Debtor requested an accounting from all creditors and after reviewing the accounting  
7 provided by the senior lien creditor, Debtor learned that payments had not been made to this  
8 account for the months of September through December 2017. This is important because when  
9 Debtor took over the loan it was not aware that the account was delinquent.

10 Several preexisting liens were on the property prior to the takeover, some legitimate,  
11 some disputed. To resolve the disputed liens, Debtor requested an accounting from each disputed  
12 creditor, however an accounting has not been provided by the creditors. *Id.*

13 In or about May 1, 2018, TD Capital, LLC (“TD3”), the lien holder in the third position,  
14 commenced non-judicial foreclosure proceedings on the Real Property forcing Debtor to file the  
15 instant petition. *Id.*

16 **C. Secured Debts in Order of Priority**

17 As of the petition date, there are a total of five liens secured by the Real Property. *Id.*  
18 The liens are summarized as follows:

19 1. **305 S. Waterman Ave.** has the following liens:

20 a. The senior lien holder, Community Valley Bank (“CVB”), is owed about \$2.9 million.  
21 CVB recorded a Notice of Default and Election to Sale on May 31, 2018. Attached hereto as  
22 Exhibit 2 is a copy of the Deed of Trust. Attached hereto as Exhibit 3 is the Notice of Default  
23 and Election to Sale.

24 b. The holder of the second deed of trust is TD Capital, LLC (“TD2”). The face value  
25 of TD2’s deed of trust is \$560,000, however the note or prior requested accounting has not been  
26 provided by the creditor. *Id.* Attached hereto as Exhibit 4 is a copy of the deed of trust.

27 c. The holder of the third deed of trust is TD Capital, LLC (“TD3”). TD3’s deed of trust  
28

1 is cross collateralized by both properties. The face value of TD3's deed of trust is \$500,000,  
2 however the note or prior requested accounting has not been provided by the creditor. *Id.*  
3 Attached hereto as Exhibit 5 is a copy of the deed of trust. TD3 recorded Notice of Default and  
4 Election to Sale on May 01, 2018, attached hereto as Exhibit 6. Notice of Trustee's Sale Date  
5 was recorded on August 01, 2018, attached hereto as Exhibit 7.

6 d. The holder of the fourth deed of trust is Husam Samarah ("HS"). The face value of  
7 HS's deed of trust is \$750,000. *Id.* This deed is not valid and creditor has agreed to cancel it. *Id.*  
8 Attached hereto as Exhibit 9 is a copy of the deed of trust.

9 2. **333 S. Waterman Ave.** has the following liens:

10 a. The senior lien holder, Community Valley Bank ("CVB"), is owed about \$2.9 million.  
11 See Exhibit 2. CVB recorded a Notice of Default and Election to Sale on May 31, 2018. See  
12 Exhibit 3.

13 b. The holder of the second deed of trust is MJ Enterprises, LLC ("MJE"). *Id.* The face  
14 value of MJE's deed of trust is \$560,000, however the note or prior requested accounting has not  
15 been provided by the creditor. *Id.* Attached hereto as Exhibit 8 is a copy of the deed of trust.

16 c. The holder of the third deed of trust is TD Capital, LLC ("TD3"). TD3's deed of trust  
17 is cross collateralized by both properties. The face value of TD3's deed of trust is \$500,000,  
18 however the note or prior requested accounting has not been provided by the creditor. *Id.* See  
19 Exhibit 5. TD3 recorded Notice of Default and Election to Sale on May 01, 2018. See Exhibit 6.  
20 Notice of Trustee's Sale Date was recorded on August 01, 2018. See Exhibit 7.

21 d. The holder of the fourth deed of trust is Husam Samarah ("HS"). The face value of  
22 HS's deed of trust is \$750,000. *Id.* This deed is not valid and creditor has agreed to cancel it. *Id.*  
23 See Exhibit 9.

24 3. Each of the Deeds of Trust contain an assignment of rents clause. Exs. 2, 4, 5, 8 and 9. *Id.*

### 25 III.

#### 26 **AUTHORITY TO USE CASH COLLATERAL**

27 Section 363(c)(1) allows a debtor the flexibility to engage in ordinary course of business  
28 transactions necessary to operate its business without unnecessary oversight by its creditors or the

1 court. *In re Straightline Investments, Inc.*, 525 F.3d 870, 879 (9<sup>th</sup> Cir. 2008). There are limitations  
2 however, when a debtor seeks to use “cash collateral.” Section 363(a) defines cash collateral as  
3 “cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash  
4 equivalents whenever acquired in which the estate and an entity other than the estate have an  
5 interest . . .” Cash collateral can only be used if either “(A) each entity that has an interest in such  
6 cash collateral consents; or (B) the court, after notice and a hearing, authorizes such use, sale or  
7 lease in accordance with the provisions of this section.” 11 U.S.C. § 363(c)(2).

8 The rents received by Debtor from its tenants are cash collateral. Since all of Debtor’s  
9 receivables are security for the above discussed debts, all of Debtor’s income is cash collateral.

10 Debtor needs to use the cash collateral to maintain the property and stay post-petition  
11 current on mortgage payments, property taxes, property insurance, property association dues,  
12 common area utilities, repairs, maintenance, and any other property-related expenses. Samarah  
13 Declaration; Proposed Budget, attached hereto as Exhibit 10.

14 If Debtor cannot use the cash collateral, then it will either have to seek post-petition  
15 financing or close the business. Any post-petition financing would result in less money for  
16 Debtor’s creditors because of the additional costs and subordination of liens. Using cash collateral  
17 would enable Debtor to continue its business without having to incur more debt. Closing the  
18 business would destroy Debtor’s chance of reorganization and result in little to no payment to  
19 creditors because all of Debtor’s assets are encumbered by these debts. Samarah Declaration.

20 Debtor’s use of cash collateral will be limited to the purposes and total amounts set forth in  
21 the attached budget. The budget contains the projected expenses that Debtor believes must be  
22 paid in order for Debtor to operate its business and avoid immediate and irreparable harm to the  
23 bankruptcy estate. Samarah Declaration. However, because projections are forward looking, they  
24 can never be entirely accurate. In order to protect Debtor from fluctuations, Debtor requests that  
25 it be permitted to have the flexibility to increase expenditures by up to 20% for any particular line  
26 item in the budget and 15% in the aggregate. Some expenses may not be required to be paid each  
27 month, and Debtor requests authority to “carry over” the unused amount to subsequent months  
28

1 when the particular expense is paid. With this flexibility, Debtor can operate its business with  
2 minimal disruption and cost.

3 In addition to the expenses in the business budget, Debtor requests authority to use the  
4 cash collateral to pay the quarterly fees to the United States Trustee, any required fees to the  
5 Bankruptcy Court, and administrative expenses including professionals' fees but only as approved  
6 by this Court upon proper application.

7 Debtor hereby requests the authority to use cash collateral from the date the order is entered  
8 on this motion through effective date of a confirmed plan of reorganization or dismissal or  
9 conversion of the case.

10 **IV.**

11 **ADEQUATE PROTECTION**

12 Pursuant to section 363(e), on request of an entity that has an interest in property to be used,  
13 sold, or leased by the debtor in possession, the court may condition such use, sale or lease of  
14 property as is necessary to provided adequate protection of such interest. Section 361 sets forth  
15 three non-exclusive examples of what may constitute adequate protection: (1) periodic cash  
16 payments equivalent to decrease in value, (2) an additional or replacement lien on other property,  
17 or (3) other relief that provides the indubitable equivalent. *In re Mellor*, 734 F.2d 1396, 1400 (9th  
18 Cir. 1984).

19 If this motion is granted, Debtor is willing to offer adequate protection in the form of  
20 replacement liens in the same priority and validity as the secured creditors held pre-petition.

21 Attached hereto as Exhibit 11 is the Statement Regarding Cash Collateral or Debtor in  
22 Possession Financing as required by Local Bankruptcy Rule 4001-2. Attached hereto as Exhibit 12  
23 is a proposed order.

24 **V.**

25 **REQUEST FOR RELIEF**

26 For the reasons described hereinabove, Debtor respectfully requests that this Court enter its  
27 Order:

- 28 1. Granting this Motion;

1 2. Authorizing Debtor to use the cash collateral on the terms and conditions described in the  
2 Motion and the exhibit thereto through the effective date of a confirmed plan of reorganization or  
3 dismissal or conversion of the case;

4 3. That Debtor be permitted to increase expenditures by up to 20% for any particular line item  
5 in the budget and 15% in the aggregate;

6 4. That Debtor be permitted "carry over" any unused amounts to subsequent months;

7 5. That Debtor be permitted to use the cash collateral to pay the quarterly fees to the United  
8 States Trustee, any required fees to the Bankruptcy Court, and administrative expenses including  
9 professionals' fees but only as approved by this Court upon proper application;

10 6. That the secured creditors identified above are given replacement liens in the same priority  
11 and validity as they held pre-petition; and

12 7. Granting such other and further relief as may be appropriate under the circumstances.

13 Respectfully submitted,

14 Dated: 9/20/18

**THE TUROCI FIRM**

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17 By: 

Todd Turoci  
Attorney for Debtor in Possession  
Investment Group, LLC




**DECLARATION OF TODD TUROCI**

I, Todd L. Turoci, declare and state as follows:

I am an attorney at law, duly licensed by the State Bar of California and admitted to appear in all courts in the State of California. I know the following facts to be true from my own personal knowledge, except those facts which are stated on information and belief and as to those facts I believe them to be true. I could and would competently testify under oath to the truthfulness of the following:

1. I am the attorney of record for Investment Group, LLC, the debtor and debtor in possession in this bankruptcy case.
2. Attached hereto as Exhibits 1 - 9 are true and correct copies of the Grant Deeds, Deeds of Trust, Notice of Default, and Notice of Sale recorded against the Real Property that I obtained from datatree.com, a property and title database maintained by First American Data Tree.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 20<sup>th</sup> day of September, 2018 at Riverside, California.



Todd Turoci

**DECLARATION OF SAM SAMARAH**

I, Sam Samarah, declare and state:

I am the manager of Investment Group, LLC, the debtor herein. I have personal knowledge of the facts alleged herein and if called upon as a witness, I could and would competently testify thereto.

1. On August 24, 2018, Investment Group, LLC (the “Debtor”) filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the Central District of California. Debtor is operating as a debtor-in-possession.

2. Debtor owns two parcels of commercial real property located at 305 and 333 S. Waterman Avenue, San Bernardino, California (“Real Property”). The combined value is believed to be approximately \$2.1 million. The Real Property was recently appraised and appraisal report should be available in approximately three weeks. I am familiar with the property and surrounding neighborhood. The Real Property is rented to one tenant. Debtor has no other business and has no employees.

3. As of the Petition date, there are a total of five liens secured by the Real Property. The liens are summarized as follows:

**a. 305 S. Waterman Ave. has the following liens:**

1. The senior lien holder, CVB, is owed about \$2.9 million. See Exhibit 2. CVB recorded a Notice of Default and Election to Sale on May 31, 2018. See Exhibit 3.
2. The holder of the second deed of trust is TD2. The face value of TD2’s deed of trust is \$560,000, however the note or prior requested accounting has not been provided by the creditor. See Exhibit 4.
3. The holder of the third deed of trust is TD3. The face value of TD3’s deed of trust is \$500,000, however the note or prior requested accounting has not been provided by the creditor. TD3 recorded Notice of Default and Election to Sale on May 01, 2018. See Exhibit 6. Notice of Trustee’s Sale was recorded on August 01, 2018. See Exhibit 7.
4. The holder of the fourth deed of trust is HS. The face value of HS’s deed of trust is \$750,000. This deed is not valid and the creditor agreed to cancel it. See Exhibit 9.

1           **b. 333 S. Waterman Ave.** has the following liens:

- 2           1. The senior lien holder, CVB, is owed about \$2.9 million. See Exhibit 2. CVB recorded  
3           a Notice of Default and Election to Sale on May 31, 2018. See Exhibit 3.
- 4           2. The holder of the second deed of trust is MJE. The face value of MJE's deed of trust is  
5           \$560,000, however the note or prior requested accounting has not been provided by the  
6           creditor. See Exhibit 8.
- 7           3. The holder of the third deed of trust is TD3. The face value of TD3's deed of trust is  
8           \$500,000, however the note or prior requested accounting has not been provided by the  
9           creditor. See Exhibit 5. TD3 recorded Notice of Default and Election to Sale on May  
10          01, 2018. See Exhibit 6. Notice of Trustee's Sale was recorded on August 01, 2018.  
11          See Exhibit 7.
- 12          4. The holder of the fourth deed of trust is HS. The face value of HS's deed of trust is  
13          \$750,000. This deed is not valid and the creditor has agreed to cancel it. See Exhibit 9.
- 14          4. Each of the Deeds of Trust contain an assignment of rents clause. Exs. 2, 4, 5, 8 and 9.
- 15          5. At the time of purchase, the Real Property was generating rental income of \$19,244 per  
16          month which was sufficient to pay the senior deed of trust.
- 17          6. In or about April 2018, the tenant modified the rental agreement and is now leasing just  
18          one parcel, which in effect left the other lot vacant reducing the rental income to \$11,500 per  
19          month. This created a substantial cash flow problem leaving Debtor unable to pay creditors.
- 20          7. After taking over ownership of the Real Property in December 2017, a review of the  
21          books and records showed that tenants had not paid the rent for September through December  
22          2017.
- 23          8. Debtor requested an accounting from all creditors and after reviewing the accounting  
24          provided by the senior lien creditor, Debtor learned that payments had not been made to this  
25          account for the months of September through December 2017. This is important because when  
26          Debtor took over the loan it was not aware that the account was delinquent.
- 27          9. Several preexisting liens were on the property prior to the takeover, some legitimate,  
28

1 some disputed. To resolve the disputed liens, Debtor requested an accounting from each disputed  
2 creditor, however an accounting has not been provided by the creditors.

3 10. In or about May 1, 2018, TD3, the lien holder in the third position, commenced  
4 non-judicial foreclosure proceedings on the Real Property forcing Debtor to file the instant  
5 petition.

6 11. Debtor needs to use the cash collateral to maintain the property and stay post-petition  
7 current on mortgage payments, property taxes, property insurance, property association dues,  
8 common area utilities, repairs, maintenance, and any other property-related expenses. A proposed  
9 monthly budget is attached hereto as Exhibit 10.

10 12. If Debtor cannot use the cash collateral, then it will either have to seek post-petition  
11 financing or close the business. Any post-petition financing would result in less money for  
12 Debtor's creditors because of the additional costs and subordination of liens. Using cash collateral  
13 would enable Debtor to continue its business without having to incur more debt. Closing the  
14 business would destroy Debtor's chance of reorganization and result in little to no payment to  
15 creditors because all of Debtor's assets are encumbered by these debts.

16 13. Debtor's use of cash collateral will be limited to the purposes and total amounts set forth in  
17 the attached budget. The budget contains the projected expenses that Debtor believes must be  
18 paid in order for Debtor to operate its business and avoid immediate and irreparable harm to the  
19 bankruptcy estate.

20 14. The budget projections are forward looking and can never be entirely accurate. In order to  
21 protect Debtor from fluctuations, Debtor requests that it be permitted to have the flexibility to  
22 increase expenditures by up to 20% for any particular line item in the budget and 15% in the  
23 aggregate. Some expenses may not be required to be paid each month, and Debtor requests  
24 authority to "carry over" the unused amount to subsequent months when the particular expense is  
25 paid. With this flexibility, Debtor can operate its business with minimal disruption and cost.


26 15. In addition to the expenses in the business budget, Debtor requests authority to use the  
27  
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1 cash collateral to pay the quarterly fees to the United States Trustee, any required fees to the  
2 Bankruptcy Court, and administrative expenses including professionals' fees but only as approved  
3 by this Court upon proper application.

4 16. Debtor hereby requests the authority to use cash collateral from the date the order is entered  
5 on this motion through effective date of a confirmed plan of reorganization or dismissal or  
6 conversion of the case.

7 17. If this motion is granted, Debtor is willing to offer adequate protection in the form of  
8 replacement liens in the same priority and validity as the secured creditors held pre-petition.

9 I declare under penalty of perjury under the laws of the United States that the foregoing is  
10 true and correct. Executed this 20<sup>th</sup> day of September, 2018 at Riverside, California.

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12 \_\_\_\_\_

13 Sam Samarah  
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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
3845 Tenth Street  
Riverside, CA 92501

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF MOTION AND MOTION TO APPROVE USE OF CASH COLLATERAL AND ADEQUATE PROTECTION AND DECLARATION IN SUPPORT THEREOF** 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 **09/24/2018**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Everett L Green** everett.l.green@usdoj.gov
- **Todd L Turoci** mail@theturocifirm.com
- **United States Trustee (RS)** ustpreion16.rs.ecf@usdoj.gov

Service information continued on attached page

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

On (*date*) **09/24/2018**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Scott C. Clarkson  
United States Bankruptcy Court  
Ronald Reagan Federal Building and Courthouse  
411 West Fourth Street, Suite 5130  
Santa Ana, CA 92701-4593

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*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

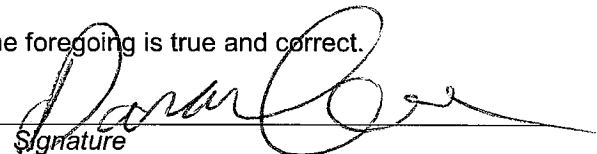
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

09/24/2018

Date

Dana Cormey

Printed Name

  
Signature

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

**SERVICE LIST**  
**In re Investment Group, LLC**  
**6:18-bk-17175-SC**

Honorable Scott C. Clarkson  
United States Bankruptcy Court  
Ronald Reagan Federal Building and Courthouse  
411 West Fourth Street, Suite 5130  
Santa Ana, CA 92701-4593

**SECURED CREDITORS:**

**Community Valley Bank**

1443 W. Main Street  
El Centro, CA 92243

**TD Capital, LLC**

c/o De Novo Law Firm  
5295 Arlington Ave.  
Riverside, CA 92504

**MJ ENTERPRISES LLC**

110 E. 9th Street, Suite A509  
Los Angeles, CA 90079

**Husam Samarah**

POB 3629  
Blue Jay, CA 92317

**San Bernardino Tax Collector**

268 W. Hospitality Lane  
San Bernardino, CA 92415

**20 LARGEST UNSECURED CREDITORS:**

**Ali Malaklou**

POB 3629  
Blue Jay, CA 92317

**Murra Properties**

POB 3629  
Blue Jay, CA 92317

**Law Office of Mike Hammad**

2042 Goldeneye Place  
Costa Mesa, CA 92626

**Theis Law Group**

533 2nd St.  
Encinitas, CA 92024

**TM Roofing**

27263 CA-189  
Blue Jay, CA 92317

**O.J.M. Construction Solutions**

1188 W Marshal Blvd  
San Bernardino, CA 92405

**FARES ABBASI, an Individual**

C/o De Novo Law Firm  
5295 Arlington Ave, Riverside  
Riverside, CA 92504

**Inventory Finance Services, Inc.**

17702 Mitchell N  
Irvine, CA 92614-6013

**MAJED NABHAN**

Trustee of the NABHAN Family Trust  
18150 E Foothill Blvd  
Fontana, CA 92335

**MAJED NABHAN**  
18150 E Foothill Blvd  
Fontana, CA 92335

**NABHAN Family Trust**  
18150 E Foothill Blvd  
Fontana, CA 92335

**YASMEEN ABASSI**  
C/o De Novo Law Firm  
5295 Arlington Ave, Riverside  
Riverside, CA 92504