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10 Attorneys for Chapter 11 Debtor
11 and Debtor in Possession

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

15 In re) Case No. 2:18-bk-17880-VZ
16 SM NOVELTIES, LLC, dba ABI AUTO,)
17 dba ABI TIRES & SERVICES,) Chapter 11
18 Debtor.) **DEBTOR’S MOTION FOR USE OF**
19) **CASH COLLATERAL ON AN**
20) **INTERIM BASIS PENDING A FINAL**
21) **HEARING; MEMORANDUM OF**
22) **POINTS AND AUTHORITIES;**
23) **DECLARATIONS OF SIRODJIDDIN**
24) **MURZAEV AND OVSANNA**
25) **TAKVORYAN IN SUPPORT**
26) **THEREOF**
27) Hearing:
28) Date: To be set by Court
) Time: To be set by Court
) Place: Courtroom “1368”
) Edward R. Roybal Federal Building
) 255 E. Temple Street
) Los Angeles, CA 90012

25 **TO THE OFFICE OF THE UNITED STATES TRUSTEE, ALL SECURED**
26 **CREDITORS AND THEIR COUNSEL (IF KNOWN), THE TWENTY LARGEST**
27 **UNSECURED CREDITORS, AND ALL PARTIES REQUESTING SPECIAL NOTICE:**
28

1 Pursuant to Rules 2081-1(a)(9), 4001-2, and 9075-1 of the Local Bankruptcy Rules of
2 the United States Bankruptcy Court for the Central District of California (the "**Local**
3 **Bankruptcy Rules**"), sections 363(c) and 361 of title 11 of the United States Code, 11 U.S.C.
4 §§ 101, et seq. (as amended, the "**Bankruptcy Code**") and Rules 4001(b) and 9014 of the
5 Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), SM Novelties, LLC, dba
6 ABI Auto, dba ABI Tires & Services, the chapter 11 debtor and debtor in possession herein (the
7 "**Debtor**"), hereby moves, on an emergency basis (the "**Motion**"), for the entry of an interim
8 order (the "**Interim Order**") authorizing the Debtor to use cash collateral on an interim basis
9 pending a final hearing in accordance with the Debtor's operating budget (the "**Budget**"), a
10 copy of which is attached as Exhibit "A" to the annexed Declaration of Sirodjiddin Murzaev
11 (the "**Murzaev Declaration**"). A description of the Budget is set forth below in the annexed
12 Memorandum of Points and Authorities.

13 On July 9, 2018 (the "**Petition Date**"), the Debtor filed its voluntary petition under
14 Chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business, manage its
15 financial affairs and operate its bankruptcy estate as a debtor in possession pursuant to Sections
16 1107 and 1108 of the Bankruptcy Code.

17 The Debtor was incorporated on July 7, 2010, according to the laws of the State of
18 California. The Debtor maintains corporate offices at 1645 E Pacific Coast Highway, Long
19 Beach, California 90806. The Debtor is in the business of owning and operating an auto
20 dealership. The Debtor is a limited liability company. Sirodjiddin Murzaev is the sole member
21 and manager of the Debtor. Mr. Murzaev is currently in charge of all of the Debtor's daily
22 operations and business affairs. The Debtor currently has one employee in addition to Mr.
23 Murzaev.

24 Unable to satisfy its debts as they come due, the Debtor requires the protection of
25 Chapter 11 to provide the Debtor to opportunity to reorganize its business and financial affairs.
26 The Debtor is considering a variety of options with regard to an exit strategy and is in the
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1 process of sorting through such options. The Debtor will be working as expeditiously as
2 possible to propose a plan of reorganization in this case.

3 On or about July 19, 2018, the Debtor's bankruptcy counsel obtained a UCC Report for
4 the Debtor covering the State of California, which summarizes all UCC-1 Financing Statements
5 recorded with the California Secretary of State and includes a copy of all such UCC-1
6 Financing Statements. The UCC Report for the Debtor is attached as Exhibit "C" to the
7 Declaration of Ovsanna Takvoryan, Esq. annexed hereto (the "**Takvoryan Declaration**"). As
8 set forth in the Takvoryan Declaration, according to the UCC Report, the following entities may
9 claim that the revenue generated by the Debtor's business operations constitute their cash
10 collateral:

- 11 1) Manheim Automotive Financial Services, Inc.
- 12 2) NextGear Capital, Inc.
- 13 3) Westlake Flooring Company, LLC
- 14 4) Pacific Enterprise Bank
- 15 5) Automotive Finance Corporation
- 16 6) Corporation Service Company, As Representative

17 The Debtor does not have any agreements with Corporation Service Company and/or
18 with Manheim Automotive Financial Services, Inc. and does not recall ever transacting any
19 business with either of them. The Debtor does not concede that any of the above listed creditors
20 have valid perfected security interest(s) in the Debtor's cash collateral. The Debtor does not
21 believe that any other creditors can assert an interest in the Debtor's cash collateral.
22 Nonetheless, in an abundance of caution, this Motion has been filed and all of the Debtor's
23 secured creditors have been served with a copy of the Motion.

24 **Flooring Agreements**

25 The Debtor has entered into certain agreements with the following flooring companies:
26 NextGear Capital, Inc. ("**NextGear**"), Westlake Flooring Company, LLC ("**Westlake**"), and
27 Automotive Finance Corporation ("**AFC**") to finance the acquisition of vehicles (collectively,
28

1 the "Flooring Agreements"). To secure the Debtor's performance of its obligations to
2 NextGear, Westlake, and AFT under the Flooring Agreements, a security interest was provided
3 in, among other things, the vehicles the purchase of which was financed or floorplanned by each
4 of the companies.

5 To the extent, NextGear, Westlake and/or AFC assert an interests in the Debtor's cash
6 collateral through the UCC-1 Financing Statements recorded by each of them with the
7 California Secretary of State, the Debtor refutes such contention¹.

8 According to the motion for relief from the automatic stay filed by NextGear on August
9 15, 2018 [Docket No. 17], the amount of NextGear's claim as of 08/10/2018 was approximately
10 \$48,306.46 (not taking into account "unapplied funds" in the amount of \$19,908.76 and the
11 value of the fourteen (14) vehicles that were repossessed by NextGear prior to the bankruptcy
12 filing). Thus, the Debtor believes that the total amount that NextGear will allege that it is owed
13 is approximately \$28,397.70. To the extent NextGear has an interest in the Debtor's cash
14 collateral, the Debtor contends such interest should be limited to the cash generated from the
15 sale of the vehicles financed by NextGear. In the event, it is determined that NextGear has an
16 interest in the Debtor's cash collateral limited to the cash generated from the sale of the vehicles
17 financed by NextGear, the Debtor will segregate such cash collateral from the Debtor's
18 unencumbered funds (such as vehicles not financed by any of the flooring companies) by
19 depositing proceeds generated from the sale of the vehicles financed by NextGear into the
20 Debtor's Debtor In Possession cash collateral account already established with Farmers &
21 Merchants Bank (the "Cash Collateral Account").

22 According to the Debtor's records, the amount of Westlake's claim as of the date of the
23 Debtor's bankruptcy filing was approximately \$42,000 (not taking into account the value of the
24 two (2) vehicles financed by Westlake that were repossessed by Westlake prior to the
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26
27 ¹ The Debtor's counsel has not yet had any opportunity to review the Flooring Agreements to
28 determine the validity or extent of NextGear's, Westlake's, and AFC's alleged security interests.

1 bankruptcy filing). Thus, the Debtor believes that the total amount that Westlake will allege
2 that it is owed is less than \$42,000. To the extent Westlake has an interest in the Debtor's cash
3 collateral, the Debtor contends such interest should be limited to the cash generated from the
4 sale of the vehicles financed by Westlake. In the event, it is determined that Westlake has an
5 interest in the Debtor's cash collateral limited to the cash generated from the sale of the vehicles
6 financed by Westlake, the Debtor will segregate such cash collateral from the Debtor's
7 unencumbered funds (such as vehicles not financed by any of the flooring companies) by
8 depositing proceeds generated from the sale of the vehicles financed by Westlake into the Cash
9 Collateral Account.

10 According to the Debtor's records, the amount of AFC's claim as of the date of the
11 Debtor's bankruptcy filing was approximately \$60,000 (not taking into account the value of the
12 three (3) vehicles financed by AFC that were repossessed by AFC prior to the bankruptcy
13 filing). Thus, the Debtor believes that the total amount that Westlake will allege that it is owed
14 is less than \$60,000. To the extent AFC has an interest in the Debtor's cash collateral, the
15 Debtor contends such interest should be limited to the cash generated from the sale of the
16 vehicles financed by AFC. In the event, it is determined that AFC has an interest in the
17 Debtor's cash collateral limited to the cash generated from the sale of the vehicles financed by
18 AFC, the Debtor will segregate such cash collateral from the Debtor's unencumbered funds
19 (such as vehicles not financed by any of the flooring companies) by depositing proceeds
20 generated from the sale of the vehicles financed by AFC into the Cash Collateral Account.

21 **Pacific Enterprise Bank**

22 The Debtor is in the business of owning and operating an auto dealership located at 1629
23 and 1645 E. Pacific Coast Hwy, Long Beach, California 90806 (the "**ABI Lot**"). The Debtor
24 leases the ABI Lot from Sirodjiddin Murzaev. The Debtor is a limited liability company.
25 Sirodjiddin Murzaev is the sole member and manager of the Debtor. Pacific Enterprise Bank, a
26 California Corporation ("**Pacific**") as lender, the Debtor as tenant, and Sirodjiddin Murzaev as
27 landlord, have entered into a certain "Subordination of Landlord's Statutory and Contractual
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1 Liens” (“**Subordination Agreement**”). Pursuant to the Subordination Agreement, Sirodjiddin
2 Murzaev has agreed to subordinate his statutory and contractual liens as a landlord to a lien and
3 security interest held by Pacific.

4 To the extent Pacific asserts an interests in the Debtor’s cash collateral through the
5 UCC-1 Financing Statements recorded by Pacific with the California Secretary of State, the
6 Debtor refutes such contention².

7 **Corporation Service Company/Manheim Automotive Financial Services, Inc.**

8 As stated above, the Debtor does not have any agreements with Corporation Service
9 Company and/or with Manheim Automotive Financial Services, Inc. and does not recall ever
10 transacting any business with either of them. Debtor does not concede that either Corporation
11 Service Company and/or with Manheim Automotive Financial Services, Inc. have a valid
12 perfected security interest in the Debtor’s cash collateral. Nevertheless, in an abundance of
13 caution, this Motion has been filed and all of the Debtor’s secured creditors have been served
14 with a copy of the Motion.

15 **Coskun Orhan**

16 Orhan Coskun, had provided a \$600,000 unsecured loan to the Debtor. On May 17,
17 2018, Orhan Coskun forced Mr. Murzaev to sign a handwritten amendment to his loan on May
18 17, 2018, requiring Mr. Murzaev personally as well as the Debtor and another entity owned by
19 Mr. Murzaev to pay more than \$2 million and transfer title to Orhan Coskun for no
20 consideration. When Orhan Coskun realized that he could not enforce the amendment and
21 needed “better” documents, on June 1, 2018 Mr. Coskun and about eight “henchmen” stormed
22 into Mr. Murzaev’s office without any warning and demanded that Mr. Murzaev sign
23 documents requiring him and his companies, including the Debtor, to pay millions of dollars
24 and give Mr. Coskun valuable property rights for no consideration. They stayed for two hours
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26
27 ² The Debtor’s counsel has not yet had any opportunity to review the Subordination Agreement to
28 determine the validity or extent of Pacific’s alleged security interest.

1 and threatened to harm Mr. Murzaev and his family unless he did what they demanded. Mr.
2 Coskun and his “henchmen” would not let Mr. Murzaev leave until he signed the documents.
3 Mr. Murzaev had no choice but to do so. This was all captured by security cameras. One of the
4 documents Mr. Murzaev was forced to sign was a UCC-1 financing statement which Mr.
5 Coskun proceeded to file on June 5, 2018 in the State of California against Mr. Murzaev
6 personally, alleging to perfect Mr. Coskun’s security interest in “All inventory and accounts
7 receivable for business located at 1645 E. Pacific Coast Highway, Long Beach, Ca. 90806”,
8 which is where the Debtor is located and operates from (the “Coskun UCC Financing
9 Statement”). A true and correct copy of the Coskun UCC Financing Statement is attached as
10 Exhibit “B” to the Murzaev Declaration.

11 On July 3, 2018, Mr. Murzaev and the Debtor brought a lawsuit against Mr. Coskun to
12 confirm that the documents signed by Mr. Murzaev under duress are invalid and unenforceable
13 and to hold Mr. Coskun accountable for his strongarm tactics.

14 Debtor does not concede that Orhan Coskun has a valid perfected security interest in the
15 Debtor’s cash collateral. Nevertheless, in an abundance of caution, Orhan Coskun has also been
16 served with a copy of the Motion.

17 **Adequate Protection**

18 As adequate protection, the Debtor proposes that the potential cash collateral lenders
19 with whom the Debtor has valid agreements (NextGear, Westlake, AFC, and Pacific) receive
20 replacement liens against the Debtor’s post-petition assets to the extent of any diminution in the
21 value of their collateral, with such replacement liens to have the same validity, priority, and
22 extent as the prepetition liens held by the potential cash collateral lender.

23 **Operating Budget**

24 A copy of the Debtor’s monthly operating Budget is attached as Exhibit “A” to the
25 Murzaev Declaration. Based on past performance, the Debtor expects to be operating cash flow
26 positive throughout the period in the Budget. The Debtor presently intends to limit its use of
27 cash collateral consistent with the Budget and the other terms herein, provided, however, that
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1 the Debtor reserves the right to seek alternative use of cash collateral and to file amended or
2 supplemental Budgets.

3 The Debtor has no ability to continue to operate and preserve its business unless the
4 Court enters an interim order to permit the Debtor to use its current and future revenue to pay its
5 operating expenses, including payroll, utilities, rent. In order for the Debtor to be able to
6 operate its business while in Chapter 11 and to avoid immediate and irreparable harm to its
7 business and estate, the Debtor must be able to use: (a) all of its cash existing on the Petition
8 Date plus (b) all of the Debtor's post-petition revenue generated from the operating of its
9 business to pay the Debtor's post-petition operating expenses in accordance with the Budget
10 and as further set forth herein.

11 The Budget contains the expenses the Debtor believes must be paid in order for the
12 Debtor to operate and preserve the value of its business and to enable the Debtor to avoid
13 immediate and irreparable harm to its bankruptcy estate. Given the Debtor's historical and
14 current operating performance and the fact that the going concern value of the Debtor's business
15 would be lost if the Debtor was forced to shut down its business operations, the Debtor submits
16 that the potential cash collateral lenders (NextGear, Westlake, and AFC) are adequately
17 protected by the Debtor's continued operations of its business and preservation of its going
18 concern value.

19 In addition to those expenses set forth in the Budget, the Debtor also seeks authority to
20 use cash collateral to pay the following: (a) all quarterly fees owing to the Office of the United
21 States Trustee and all expenses owing to the Clerk of the Bankruptcy Court; and (b) all actual
22 third-party, outside expenses incurred by the Debtor (or its counsel) directly related to the
23 administration of the Debtor's bankruptcy estate (for items such as photocopying, postage,
24 searches, etc.) not to exceed the total sum of \$1,000 per month. In addition, the Debtor seeks
25 authority to deviate from the line items contained in the Budget by not more than 10%, on both
26 a line item and aggregate basis, with any unused portions to be carried over into the following
27 week(s) without the need for any further Court approval.
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Pursuant to Bankruptcy Rule 4001(b)(2), while the Court cannot conduct a final hearing on this Emergency Motion earlier than 14 days after the service of this Emergency Motion, the Court may conduct a preliminary hearing before such 14-day period expires to enable the Debtor to use cash collateral as is necessary to avoid immediate and irreparable harm to the Debtor's estate pending a final hearing. The Debtor must be able to pay expenses in accordance with the Budget pending a final hearing in order to avoid immediate and irreparable harm to the Debtor's business and the bankruptcy estate.

In addition, in accordance with Bankruptcy Rule 4001(c)(1)(B) and Local Bankruptcy Rule 4001-2(b), the Debtor submits that the interim relief requested by the Debtor pertaining to the Debtor's use of cash collateral does not contain any of the following provisions:

<u>Provision</u>	
Cross-collateralization clauses	No
Provisions or findings of fact that bind the estate or all parties in interest with respect to the validity, perfection or amount of the secured party's pre-petition lien or debt or the waiver of claims against the secured creditor.	No
Provisions or findings of fact that bind the estate or all parties in interest with respect to the relative priorities of the secured party's pre-petition lien.	No
Provisions that operate, as a practical matter, to divest the Debtor of any discretion in the formulation of a plan or administration of the estate or to limit access to the court to seek any relief under other applicable provision of law.	No
Waivers of 11 U.S.C. § 506(c), unless the waiver is effective only during the period in which the Debtor is authorized to use cash collateral or borrow funds.	No
Releases of liability for the creditor's alleged prepetition torts or breaches of Contract.	No
Waivers of avoidance actions arising under the Bankruptcy Code.	No
Provisions that deem prepetition secured debt to be postpetition debt or that use postpetition loans from a prepetition secured creditor to pay part or all of that secured creditor's prepetition debt	No

<u>Provision</u>	
Provisions that provide disparate treatment for the professionals retained by a creditors' committee from that provided for the professionals retained by the Debtor with respect to a professional fee carve out	No
Provisions that prime any secured lien	No
Automatic relief from the automatic stay upon default, conversion to chapter 7, or appointment of a trustee.	No
Waivers of procedural requirements, including those for foreclosure mandated under applicable non-bankruptcy law, and for perfection of replacement liens.	No
Adequate protection provisions which create liens on claims for relief arising under 11 U.S.C. §§ 506(c), 544, 545, 547, 548 and 549.	No
Waivers, effective on default or expiration, of the Debtor's right to move for a court order pursuant to 11 U.S.C. § 363(c)(2)(B) authorizing the use of cash collateral in the absence of the secured party's consent	No
Provisions that grant a lien in an amount in excess of the dollar amount of cash collateral authorized under the applicable cash collateral order.	No
Provisions providing for the paying down of prepetition principal owed to a creditor.	No
Findings of fact on matters extraneous to the approval process.	No

ADDITIONAL INFORMATION

This Motion is based upon Local Bankruptcy Rules 2081-1(a)(9), 4001-2, and 9075-1, 11 U.S.C. §§ 363(c) and 361, Bankruptcy Rules 4001(b) and 9014, this Motion, the supporting Memorandum of Points and Authorities and the Declarations of Sirodjiddin Murzaev and Ovsanna Takvoryan, Esq. and exhibits annexed thereto, the arguments and statements of counsel to be made at the hearing on the Motion, and other admissible evidence properly brought before the Court.

1 The Debtor will file with the Court a copy of the proposed Interim Order prior to the
2 hearing on this Emergency Motion.

3 In order to provide maximum notice of this Motion, concurrently with the filing of this
4 Motion with the Court on Monday, September 24, 2018, the Debtor has served a copy of this
5 Motion and all supportive papers (including notice of the hearing on the Motion) upon the
6 Office of the United States Trustee, all secured creditors and their counsel (if known), the
7 Debtor's twenty (20) largest unsecured creditors, and those parties who have requested special
8 notice, via overnight mail. These parties will receive delivery of the Motion and all supportive
9 papers by not later than the morning of Tuesday, September 25, 2018.

10 **WHEREFORE**, the Debtor respectfully requests that this Court hold a hearing on the
11 Motion and issue an order:

- 12 (a) affirming the adequacy of the notice given;
- 13 (b) granting the Motion on an interim basis pending a final hearing thereon;
- 14 (c) authorizing the Debtor to use cash collateral on an interim basis pending a final
15 hearing to pay all of the expenses set forth in the Budget and to pay the following:
16 (a) all quarterly fees owing to the Office of the United States Trustee and all expenses owing to
17 the Clerk of the Bankruptcy Court; and (b) all actual third-party, outside expenses incurred by
18 the Debtor (or its counsel) directly related to the administration of the Debtor's bankruptcy
19 estate (for items such as photocopying, postage, searches, etc.) not to exceed the total sum of
20 \$1,000 per month;
- 21 (d) authorizing the Debtor to deviate from the line items contained in the Budget by
22 not more than 10%, on both a line item and aggregate basis, with any unused portions to be
23 carried over into the following week(s) without the need for any further Court approval;
- 24 (e) authorizing the Debtor to provide the potential cash collateral lenders (NextGear,
25 Westlake, and AFC) with the adequate protection described herein;
- 26 (f) setting a final hearing on the Motion; and
- 27
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1 (g) granting such other and further relief as the Court deems just and proper.

2 Dated: September 24, 2018

3 SM NOVELTIES, LLC, dba ABI AUTO, dba
4 ABI TIRES & SERVICES

5 By: *Ovsanna Takvoryan*
6 OVSANNA TAKVORYAN
7 CKR Law, LLP
8 Attorneys for Chapter 11 Debtor
9 and Debtor in Possession
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MEMORANDUM OF POINTS AND AUTHORITIES

I.
STATEMENT OF FACTS

A. Background

1. On July 9, 2018 (the "**Petition Date**"), the Debtor filed a voluntary petition under Chapter 11 of 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**"). The Debtor continues to operate its business, manage its financial affairs and operate its bankruptcy estate as a debtor in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

2. The Debtor was incorporated on July 7, 2010, according to the laws of the State of California. The Debtor maintains corporate offices at 1645 E Pacific Coast Highway, Long Beach, California 90806. The Debtor is in the business of owning and operating an auto dealership.

3. The Debtor is a limited liability company. Sirodjiddin Murzaev is the sole member and manager of the Debtor. Mr. Murzaev is currently in charge of all of the Debtor's daily operations and business affairs. The Debtor currently has one employee in addition to Mr. Murzaev.

4. Mr. Murzaev moved from Tajikistan to the United States to seek a better life for himself and his family. Starting from nothing, Mr. Murzaev turned years of hard work into a successful car dealership and export business. At one point the Debtor had over ten employees. As the volume of the export business increased, Mr. Murzaev started working with lenders in the local Turkish community. After being swindled on a substantial export deal, the Debtor started facing serious cash flow problems resulting in the Debtor's inability to service its debts in a timely manner. The Debtor's financial outlook was further exacerbated by the fact that as Mr. Murzaev started focusing on the export business he had brought in other people to deal with local sales that were inexperienced, which had a negative impact on local sales. Believing that he can turn things around, Mr. Murzaev turned to local lenders, who were charging exorbitant fees, to fulfill the Debtor's cash flow needs. The Debtor fell into a vicious cycle of borrowing

1 money to pay creditors and to purchase inventory.

2 5. As word of the Debtor's financial problems spread in the local community,
3 lender's started pressuring Mr. Murzaev to pay back their loans. Certain lenders filed lawsuits
4 against the Debtor. Other lenders started resorting to strongarm tactics and threatening to
5 physically harm Mr. Murzaev and his family if they did not get paid.

6 6. One such lender, Orhan Coskun, who had provided a \$600,000 unsecured loan to
7 the Debtor, forced Mr. Murzaev to sign a handwritten amendment to his loan on May 17, 2018,
8 requiring Mr. Murzaev personally as well as the Debtor and another entity owned by Mr.
9 Murzaev to pay more than \$2 million and transfer title to Orhan Coskun for no consideration.
10 When Orhan Coskun realized that he could not enforce the amendment and needed "better"
11 documents, on June 1, 2018 Mr. Coskun and about eight "henchmen" stormed into Mr.
12 Murzaev's office without any warning and demanded that Mr. Murzaev sign documents
13 requiring him and his companies, including the Debtor, to pay millions of dollars and give Mr.
14 Coskun valuable property rights for no consideration. They stayed for two hours and threatened
15 to harm Mr. Murzaev and his family unless he did what they demanded. Mr. Coskun and his
16 "henchmen" would not let Mr. Murzaev leave until he signed the documents. Mr. Murzaev had
17 no choice but to do so. This was all captured by security cameras. One of the documents Mr.
18 Murzaev was forced to sign was a UCC-1 financing statement which Mr. Coskun proceeded to
19 file on June 5, 2018 in the State of California against Mr. Murzaev personally, alleging to
20 perfect Mr. Coskun's security interest in "All inventory and accounts receivable for business
21 located at 1645 E. Pacific Coast Highway, Long Beach, Ca. 90806", which is where the Debtor
22 is located and operates from (the "Coskun UCC Financing Statement"). A true and correct copy
23 of the Coskun UCC Financing Statement is attached as Exhibit "B" to the Murzaev Declaration.
24 On July 3, 2018, Mr. Murzaev and the Debtor brought a lawsuit against Mr. Coskun to confirm
25 that the documents signed by Mr. Murzaev under duress are invalid and unenforceable and to
26 hold Mr. Coskun accountable for his strongarm tactics.

27 7. The Debtor has other secured as well as unsecured creditors. A few such
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1 creditors had initiated a lawsuit against the Debtor and provided ex parte notice to the Debtor of
2 their intent to proceed to obtain a pre-judgment writ of attachment against the Debtor at a
3 hearing to be held on July 10, 2018 (the "Writ of Attachment Hearing"). The Debtor, acting
4 with the belief that the preservation of the business would benefit all of the Debtor's creditors
5 filed the instant bankruptcy case prior to the Writ of Attachment Hearing.

6 8. In order to preserve the value of the Debtor's business and gain much needed
7 "breathing room" from its mounting pre-petition obligations, the Debtor determined that a
8 Chapter 11 proceeding would be beneficial and necessary and provide the Debtor with a
9 meaningful opportunity to restructure its obligations and pursue a transaction which would
10 maximize the value of the Debtor's business for this estate and all its creditors.

11 9. Mr. Murzaev intends to work diligently to re-stabilize the company, increase
12 sales and to maximize the Debtor's cash flow.

13 10. The Debtor is considering a variety of options with regard to an exit strategy and
14 is in the process of sorting through such options. The Debtor will be working hard to propose a
15 plan of reorganization as expeditiously as possible in this case.

16 **B. The Debtor's General Asset Base And Debt Description**

17 11. The Debtor's primary assets consist of: (a) existing accounts receivable which
18 are presently owing to the Debtor; (b) the Debtor's vehicles, machinery and equipment; and (c)
19 the Debtor's good will.

20 a. Existing Accounts Receivable – the Debtor has a total of approximately
21 \$750,000 in accounts receivable, of which the Debtor estimates
22 approximately 15-20% to be collectible.

23 b. Vehicles, Machinery and Equipment – the Debtor has inventory of
24 vehicles totaling approximately \$543,693, as well as some office
25 furniture, machinery and equipment totaling approximately \$34,155.
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- 1 c. Goodwill – the Debtor has goodwill in that it has an operating, viable and
2 ongoing business that is capable of generating new business with each
3 passing day. The Debtor’s goodwill is its primary asset.

4 **C. The Debtor’s Secured And Unsecured Creditors**

5 12. On or about July 19, 2018, the Debtor’s bankruptcy counsel obtained a UCC
6 Report for the Debtor covering the State of California, which summarizes all UCC-1 Financing
7 Statements recorded with the California Secretary of State and includes a copy of all such UCC-
8 1 Financing Statements. The UCC Report for the Debtor is attached as Exhibit “C” to the
9 Declaration of Ovsanna Takvoryan, Esq. annexed hereto (the “Takvoryan Declaration”). As
10 set forth in the Takvoryan Declaration, according to the UCC Report, the following entities may
11 claim that the revenue generated by the Debtor’s business operations constitute their cash
12 collateral:

- 13 a) Manheim Automotive Financial Services, Inc.
14 b) NextGear Capital, Inc.
15 c) Westlake Flooring Company, LLC
16 d) Pacific Enterprise Bank
17 e) Automotive Finance Corporation
18 f) Corporation Service Company, As Representative

19 13. The Debtor does not have any agreements with Corporation Service Company
20 and/or with Manheim Automotive Financial Services, Inc. and does not recall ever transacting
21 any business with either of them.

22 14. The Debtor does not concede that any of the above listed creditors have valid
23 perfected security interest(s) in the Debtor’s cash collateral. The Debtor does not believe that
24 any other creditors can assert an interest in the Debtor’s cash collateral. Nonetheless, in an
25 abundance of caution, this Motion has been filed and all of the Debtor’s secured creditors have
26 been served with a copy of the Motion.

1 **15. Flooring Agreements**

2 The Debtor has entered into certain agreements with the following flooring
3 companies: NextGear Capital, Inc. ("NextGear"), Westlake Flooring Company, LLC
4 ("Westlake"), and Automotive Finance Corporation ("AFC") to finance the acquisition of
5 vehicles (collectively, the "Flooring Agreements"). To secure the Debtor's performance of its
6 obligations to NextGear, Westlake, and AFT under the Flooring Agreements, a security interest
7 was provided in, among other things, the vehicles the purchase of which was financed or
8 floorplanned by each of the companies.

9 To the extent, NextGear, Westlake and/or AFC assert an interests in the Debtor's
10 cash collateral through the UCC-1 Financing Statements recorded by each of them with the
11 California Secretary of State, the Debtor refutes such contention³.

12 According to the motion for relief from the automatic stay filed by NextGear on
13 August 15, 2018 [Docket No. 17], the amount of NextGear's claim as of 08/10/2018 was
14 approximately \$48,306.46 (not taking into account "unapplied funds" in the amount of
15 \$19,908.76 and the value of the fourteen (14) vehicles that were repossessed by NextGear prior
16 to the bankruptcy filing). Thus, the Debtor believes that the total amount that NextGear will
17 allege that it is owed is approximately \$28,397.70. To the extent NextGear has an interest in the
18 Debtor's cash collateral, the Debtor contends such interest should be limited to the cash
19 generated from the sale of the vehicles financed by NextGear. In the event, it is determined that
20 NextGear has an interest in the Debtor's cash collateral limited to the cash generated from the
21 sale of the vehicles financed by NextGear, the Debtor will segregate such cash collateral from
22 the Debtor's unencumbered funds (such as vehicles not financed by any of the flooring
23 companies) by depositing proceeds generated from the sale of the vehicles financed by
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26
27 ³ The Debtor's counsel has not yet had any opportunity to review the Flooring Agreements to
28 determine the validity or extent of NextGear's, Westlake's, and AFC's alleged security interests.

1 NextGear into the Debtor's Debtor In Possession cash collateral account already established
2 with Farmers & Merchants Bank (the "Cash Collateral Account").

3 According to the Debtor's records, the amount of Westlake's claim as of the date
4 of the Debtor's bankruptcy filing was approximately \$42,000 (not taking into account the value
5 of the two (2) vehicles financed by Westlake that were repossessed by Westlake prior to the
6 bankruptcy filing). Thus, the Debtor believes that the total amount that Westlake will allege
7 that it is owed is less than \$42,000. To the extent Westlake has an interest in the Debtor's cash
8 collateral, the Debtor contends such interest should be limited to the cash generated from the
9 sale of the vehicles financed by Westlake. In the event, it is determined that Westlake has an
10 interest in the Debtor's cash collateral limited to the cash generated from the sale of the vehicles
11 financed by Westlake, the Debtor will segregate such cash collateral from the Debtor's
12 unencumbered funds (such as vehicles not financed by any of the flooring companies) by
13 depositing proceeds generated from the sale of the vehicles financed by Westlake into the Cash
14 Collateral Account.

15 According to the Debtor's records, the amount of AFC's claim as of the date of
16 the Debtor's bankruptcy filing was approximately \$60,000 (not taking into account the value of
17 the three (3) vehicles financed by AFC that were repossessed by AFC prior to the bankruptcy
18 filing). Thus, the Debtor believes that the total amount that Westlake will allege that it is owed
19 is less than \$60,000. To the extent AFC has an interest in the Debtor's cash collateral, the
20 Debtor contends such interest should be limited to the cash generated from the sale of the
21 vehicles financed by AFC. In the event, it is determined that AFC has an interest in the
22 Debtor's cash collateral limited to the cash generated from the sale of the vehicles financed by
23 AFC, the Debtor will segregate such cash collateral from the Debtor's unencumbered funds
24 (such as vehicles not financed by any of the flooring companies) by depositing proceeds
25 generated from the sale of the vehicles financed by AFC into the Cash Collateral Account.

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1 **16. Pacific Enterprise Bank**

2 The Debtor is in the business of owning and operating an auto dealership located
3 at 1629 and 1645 E. Pacific Coast Hwy, Long Beach, California 90806 (the "**ABI Lot**"). The
4 Debtor leases the ABI Lot from Sirodjiddin Murzaev. The Debtor is a limited liability
5 company. Sirodjiddin Murzaev is the sole member and manager of the Debtor. Pacific
6 Enterprise Bank, a California Corporation ("**Pacific**") as lender, the Debtor as tenant, and
7 Sirodjiddin Murzaev as landlord, have entered into a certain "Subordination of Landlord's
8 Statutory and Contractual Liens" ("**Subordination Agreement**"). Pursuant to the
9 Subordination Agreement, Sirodjiddin Murzaev has agreed to subordinate his statutory and
10 contractual liens as a landlord to a lien and security interest held by Pacific.

11 To the extent Pacific asserts an interests in the Debtor's cash collateral through
12 the UCC-1 Financing Statements recorded by Pacific with the California Secretary of State, the
13 Debtor refutes such contention⁴.

14 **17. Corporation Service Company/Manheim Automotive Financial Services,**
15 **Inc.**

16 The Debtor does not have any agreements with Corporation Service Company
17 and/or with Manheim Automotive Financial Services, Inc. and does not recall ever transacting
18 any business with either of them. Debtor does not concede that either Corporation Service
19 Company and/or with Manheim Automotive Financial Services, Inc. have a valid perfected
20 security interest in the Debtor's cash collateral. As stated above, in an abundance of caution,
21 this Motion has been filed and all of the Debtor's secured creditors have been served with a
22 copy of the Motion.

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26
27 ⁴ The Debtor's counsel has not yet had any opportunity to review the Subordination Agreement to
28 determine the validity or extent of Pacific's alleged security interest.

1 **18. Coskun Orhan**

2 As described above, Mr. Murzaev was forced by Ohran Coskun to sign a UCC-1
3 financing statement which Mr. Coskun proceeded to file on June 5, 2018 in the State of
4 California against Mr. Murzaev personally, alleging to perfect Mr. Coskun's security interest in
5 "All inventory and accounts receivable for business located at 1645 E. Pacific Coast Highway,
6 Long Beach, Ca. 90806", which is where the Debtor is located and operates from. On July 3,
7 2018, Mr. Murzaev and the Debtor brought a lawsuit against Mr. Coskun to confirm that the
8 documents signed by Mr. Murzaev under duress are invalid and unenforceable and to hold Mr.
9 Coskun accountable for his strongarm tactics. Debtor does not concede that Orhan Coskun has
10 a valid perfected security interest in the Debtor's cash collateral. Nevertheless, in an abundance
11 of caution, Orhan Coskun has also been served with a copy of the Motion.

12 19. In addition to the debt owing to its secured creditors, the Debtor estimates that it
13 has and additional \$5 - \$5.5 million of collective debt owing to other creditors, all of which is
14 unsecured.

15 **D. The Debtor's Need For Use Of Cash Collateral And Proposed Operating Budget.**

16 20. A copy of the Debtor's operating budget (the "**Budget**") is attached as Exhibit
17 "A" to the annexed declaration of Sirodjiddin Murzaev (the "**Murzaev Declaration**"). Based
18 on past performance, the Debtor expects to be operating cash flow positive throughout the
19 period in the Budget. The Debtor presently intends to limit its use of cash collateral consistent
20 with the Budget and the other terms herein, provided, however, that the Debtor reserves the
21 right to seek alternative use of cash collateral and to file amended or supplemental Budgets.

22 21. The Debtor has no ability to continue to operate and preserve its business unless
23 the Court enters an interim order to permit the Debtor to use its current and future revenue to
24 pay its operating expenses, including payroll, utilities, rent. In order for the Debtor to be able to
25 operate its business while in Chapter 11 and to avoid immediate and irreparable harm to its
26 business and estate, the Debtor must be able to use: (a) all of its cash existing on the Petition
27 Date plus (b) all of the Debtor's post-petition revenue generated from the operating of its
28

1 business to pay the Debtor's post-petition operating expenses in accordance with the Budget
2 and as further set forth herein.

3 22. The Budget contains the expenses the Debtor believes must be paid in order for
4 the Debtor to operate and preserve the value of its business and to enable the Debtor to avoid
5 immediate and irreparable harm to its bankruptcy estate. Given the Debtor's historical and
6 current operating performance and the fact that the going concern value of the Debtor's business
7 would be lost if the Debtor was forced to shut down its business operations, the Debtor submits
8 that the potential cash collateral lenders (NextGear, Westlake, AFC, and Pacific) are adequately
9 protected by the Debtor's continued operations of its business and preservation of its going
10 concern value.

11 23. In addition to those expenses set forth in the Budget, the Debtor also seeks
12 authority to use cash collateral to pay the following: (a) all quarterly fees owing to the Office of
13 the United States Trustee and all expenses owing to the Clerk of the Bankruptcy Court; and (b)
14 all actual third-party, outside expenses incurred by the Debtor (or its counsel) directly related to
15 the administration of the Debtor's bankruptcy estate (for items such as photocopying, postage,
16 searches, etc.) not to exceed the total sum of \$1,000 per month. In addition, the Debtor seeks
17 authority to deviate from the line items contained in the Budget by not more than 10%, on both
18 a line item and aggregate basis, with any unused portions to be carried over into the following
19 week(s) without the need for any further Court approval.

20 24. As adequate protection, the Debtor proposes that the potential cash collateral
21 lenders with whom the Debtor has valid agreements (NextGear, Westlake, AFC, and Pacific)
22 receive replacement liens against the Debtor's post-petition assets to the extent of any
23 diminution in the value of their collateral, with such replacement liens to have the same validity,
24 priority, and extent as the prepetition liens held by the potential cash collateral lender.

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II.
DISCUSSION

A. The Debtor Must Be Authorized To Use Cash Collateral To Operate, Maintain And Preserve Its Business In Accordance With The Budget.

The Debtor's use of property of the 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 property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c)(1). A debtor in possession has all of the rights and powers of a trustee with respect to property of the estate, including the right to use property 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) establishes a special requirement with respect to "cash collateral," providing that the trustee or debtor in possession may use "cash collateral" under subsection (c)(1) 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).

It is well settled that it is appropriate for a Chapter 11 debtor to use cash collateral for the purpose of maintaining and operating its property. 11 U.S.C. § 363(c)(2)(B); In re Oak Glen R-Vee, 8 B.R. 213, 216 (Bankr. C.D. Cal. 1981); In re Tucson Industrial Partners, 129 B.R. 614 (9th Cir. BAP 1991). 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

1 collateral is necessary to operate a business.” In re Dynaco Corporation, 162 B.R. 389 (Bankr.
2 D.N.H. 1993), quoting In re Stein, 19 B.R. 458, 459. (Bankr. E.D. Pa. 1982).

3 The only sources of revenue available to the Debtor to use to operate, maintain and
4 preserve its business is the Debtor’s cash existing on the Petition Date and the Debtor’s post-
5 petition operating revenue. As a result, the Debtor has no ability to continue to operate its
6 business and maintain and preserve the going concern value of its business unless the Debtor
7 has immediate access to and use of its cash to pay the Debtor’s ordinary operating expenses,
8 including, but not limited to, payroll, utilities and rent.

9 The expenses the Debtor must be able to pay on a monthly basis are those expenses set
10 forth in the Budget. The Debtor’s inability to pay those expenses would cause immediate and
11 irreparable harm to the Debtor, its business and the bankruptcy estate. Indeed, the Debtor’s
12 inability to pay such basic and critical operating expenses such as payroll, utilities, and rent
13 would result in the immediate closure of the Debtor’s business, the loss of the Debtor’s good
14 will and well-regarded standing with its customers, and the decimation of the substantial overall
15 going-concern value of the Debtor’s business.

16 **B. The Potential Cash Collateral Lenders Are Adequately Protected By The Debtor’s**
17 **Continued Use of Cash Collateral and Replacement Liens.**

18 To the extent that an entity has a valid security interest in the revenues generated by
19 property, those revenues constitute “cash collateral” under Section 363(a) of the Bankruptcy
20 Code. Pursuant to Section 363(c)(2), the Court may authorize the debtor to use a secured
21 creditor’s cash collateral if the secured creditor is adequately protected. In re Mellor, 734 F.2d
22 1396, 1400 (9th Cir. 1984) (“Mellor”). See also In re O’Connor, 808 F.2d 1393, 1398 (10th
23 Cir. 1987); In re McCombs Properties VI, Ltd., 88 B.R. 261, 265 (Bankr. C.D. Cal. 1988)
24 (“McCombs”).

25 Pursuant to the Supreme Court case of United Savings Association v. Timbers of
26 Inwood Forest Associates, 108 S.Ct. 626, 629 (1988) (“Timbers”) and subsequent case law, the
27 property interest that a debtor must adequately protect pursuant to Sections 361(1) and (2) of the
28

1 Bankruptcy Code is only the value of the lien that secures the creditor's claim. 108 S.Ct. at 630.
2 See also McCombs, Id., at 266. Section 506(a) "limit[s] the secured status of a creditor (i.e., the
3 secured creditor's claim) to the lesser of the [allowed amount of the] claim or the value of the
4 collateral." McCombs at 266.

5 While protection of a secured creditor's interest in property is required, protection for
6 the entire bundle of rights is not required. In re Timbers of Inwood Forest Assoc. Ltd., 484 U.S.
7 365, 108 S.Ct. 626 (1988). If an entity's claim exceeds the value of its interest in the property,
8 only the interest is entitled to protection; the remainder of the claim is unsecured and does not
9 give rise to an interest in property that requires protection. See 11 U.S.C. § 506(a); Wright v.
10 Union Central Life Ins. Co., 311 U.S. 278, 278; 61 S.Ct. 196, 199 (1940).

11 Here, as a result of the relatively small amount of its secured debt and the value of the
12 Debtor's assets, the potential cash collateral lenders (NextGear, Westlake, AFC, and Pacific) are
13 adequately protected by the Debtor's continuation of its business as a going concern and
14 maintenance of the collateral. The preservation of the value of a secured creditor's lien is
15 sufficient to provide adequate protection to a secured creditor when a debtor seeks to use cash
16 collateral. In re Triplett, 87 B.R. 25 (Bankr. W.D.Tex. 1988). See also In re Stein, 19 B.R. 458
17 (Bankr. E.D.Pa. 1982). Therefore, the very use of the potential collateral lender's collateral to
18 run the Debtor's business is itself adequate protection for the potential cash collateral lender.

19 Furthermore, in determining adequate protection, Courts have stressed the importance of
20 promoting a debtor's reorganization. In In re O'Connor, supra, the Tenth Circuit stated:

21 "In this case, Debtors, in the midst of a Chapter 11 proceeding, have
22 proposed to deal with cash collateral for the purpose of enhancing the
23 prospects of reorganization. This quest is the ultimate goal of Chapter
24 11. Hence, the Debtor's efforts are not only to be encouraged, but also
25 their efforts during the administration of the proceeding are to be
26 measured in light of that quest. Because the ultimate benefit to be
27 achieved by a successful reorganization inures to all the creditors of the
28 estate, a fair opportunity must be given to the Debtors to achieve that
end. Thus, while interests of the secured creditor whose property 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

1 permitted during the early stages of administration.”

2 808 F.2d at 1937.

3 Based on all of the foregoing, there is no need for the Debtor to be required to make
4 adequate protection payments to the potential cash collateral lenders (NextGear, Westlake,
5 AFC, and Pacific). Nonetheless, as adequate protection, the Debtor proposes that the potential
6 cash collateral lenders (NextGear, Westlake, AFC, and Pacific) receive replacement liens
7 against the Debtor’s post-petition assets to the extent of any diminution in the value of their
8 collateral, with such replacement liens to have the same validity, priority, and extent as the
9 prepetition liens held by the potential cash collateral lenders.

10 The Debtor cannot preserve the going-concern value of its business or maintain the
11 potential cash collateral lender’s collateral without the use of cash collateral. Without use of the
12 potential cash collateral lender’s cash collateral to operate the Debtor’s business: (1) the Debtor
13 will be forced to shut down its operations; (2) the potential cash collateral lenders will realize
14 losses on their secured debts; (3) unsecured creditors will receive nothing; and (4) the
15 substantial going concern value of the Debtor’s estate will be lost. Such a result is nonsensical
16 and serves only to the severe detriment of the Debtor’s secured creditors and all other creditors
17 and parties in interest. Therefore, the Court should grant this Motion and allow the Debtor to
18 use cash collateral in accordance with the Budget and other provisions set forth above to protect
19 the Debtor’s secured and unsecured creditors and preserve the value of the Debtor’s estate.

20 **C. The Procedural Requirements Regarding Approval Of This Emergency Motion**
21 **Have Been Satisfied.**

22 Pursuant to Bankruptcy Rule 4001(b)(1)(C), the Debtor is required to serve a copy of
23 this Emergency Motion on any entity with an interest in the Debtor’s cash collateral, the twenty
24 largest unsecured creditors, and any other entity that the Court directs. The Debtor has
25 complied with the foregoing by serving a copy of this Emergency Motion by email, facsimile,
26 and/or overnight mail on all secured creditors and their counsel (if know), the twenty largest
27
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1 unsecured creditors, the United States Trustee, and parties requesting special notice in the
2 Debtor's bankruptcy case.

3 **III.**
4 **CONCLUSION**

5 **WHEREFORE**, the Debtor respectfully requests that this Court hold a hearing on the
6 Motion and issue an order:

- 7 (a) affirming the adequacy of the notice given;
8 (b) granting the Motion on an interim basis pending a final hearing thereon;
9 (c) authorizing the Debtor to use cash collateral on an interim basis pending a final

10 hearing to pay all of the expenses set forth in the Budget and to pay the following:

11 (a) all quarterly fees owing to the Office of the United States Trustee and all expenses owing to
12 the Clerk of the Bankruptcy Court; and (b) all actual third-party, outside expenses incurred by
13 the Debtor (or its counsel) directly related to the administration of the Debtor's bankruptcy
14 estate (for items such as photocopying, postage, searches, etc.) not to exceed the total sum of
15 \$1,000 per month;

16 (d) authorizing the Debtor to deviate from the line items contained in the Budget by
17 not more than 10%, on both a line item and aggregate basis, with any unused portions to be
18 carried over into the following week(s) without the need for any further Court approval;

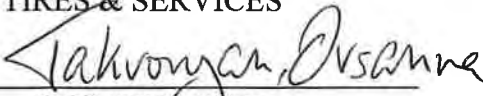
19 (e) authorizing the Debtor to provide the potential cash collateral lenders (NextGear,
20 Westlake, AFC, and Pacific) with the adequate protection described herein;

21 (f) setting a final hearing on the Motion; and

22 (g) granting such other and further relief as the Court deems just and proper.

23 Dated: September 24, 2018

SM NOVELTIES, LLC, dba ABI AUTO, dba
ABI TIRES & SERVICES

24 By: 
25 OVSANNA TAKVORYAN
26 CKR Law, LLP
27 Attorneys for Chapter 11 Debtor
28 and Debtor in Possession

DECLARATION OF SIRODJIDDIN MURZAEV

I, SIRODJIDDIN MURZAEV, HEREBY DECLARE AS FOLLOWS:

1. I have personal knowledge of the facts set forth below and, if called to testify, would and could competently testify thereto.

2. SM Novelties, LLC, dba ABI Auto, dba ABI Tires & Services, the debtor and debtor-in-possession in the above captioned Chapter 11 proceeding (the "Debtor"), filed a voluntary petition under Chapter 11 of the Bankruptcy Code on July 9, 2018 (the "Petition Date").

3. The Debtor was incorporated on July 7, 2010, according to the laws of the State of California. The Debtor maintains corporate offices at 1645 E Pacific Coast Highway, Long Beach, California 90806. The Debtor is in the business of owning and operating an auto dealership.

4. The Debtor is a limited liability company. I am the sole member and manager of the Debtor. I am currently in charge of all of the Debtor's daily operations and business affairs. The Debtor currently has one employee in addition to me.

5. I moved from Tajikistan to the United States to seek a better life for myself and my family. Starting from nothing, I turned years of hard work into a successful car dealership and export business. At one point the Debtor had over ten employees. As the volume of the export business increased, I started working with lenders in the local Turkish community. After being swindled on a substantial export deal, the Debtor started facing serious cash flow problems resulting in the Debtor's inability to service its debts in a timely manner. The Debtor's financial outlook was further exacerbated by the fact that as I started focusing on the export business I had brought in other people to deal with local sales that were inexperienced, which had a negative impact on local sales. Believing that I can turn things around, I turned to local lenders, who were charging exorbitant fees, to fulfill the Debtor's cash flow needs. The Debtor fell into a vicious cycle of borrowing money to pay creditors and to purchase inventory.

1 6. As word of the Debtor's financial problems spread in the local community,
2 lender's started pressuring me to pay back their loans. Certain lenders filed lawsuits against me
3 and the Debtor. Other lenders started resorting to strongarm tactics and threatening to
4 physically harm me and my family if they did not get paid.

5 7. One such lender, Orhan Coskun, who had provided a \$600,000 unsecured loan to
6 the Debtor, forced me to sign a handwritten amendment to his loan on May 17, 2018, requiring
7 me personally, as well as the Debtor and another entity owned by me, to pay more than \$2
8 million and transfer title to Orhan Coskun for no consideration.

9 8. On June 1, 2018 Mr. Coskun and about eight "henchmen" stormed into my
10 office without any warning and demanded that I sign documents requiring me and my
11 companies, including the Debtor, to pay millions of dollars and give Mr. Coskun valuable
12 property rights for no consideration. They stayed for two hours and threatened to harm me and
13 my family unless I did what they demanded. Mr. Coskun and his "henchmen" would not let me
14 leave until I signed the documents. I had no choice but to do so. This was all captured by
15 security cameras.

16 9. One of the documents I was forced to sign was a UCC-1 financing statement,
17 which I have been informed and believe, Mr. Coskun proceeded to file on June 5, 2018 in the
18 State of California against me personally, alleging to perfect Mr. Coskun's security interest in
19 "All inventory and accounts receivable for business located at 1645 E. Pacific Coast Highway,
20 Long Beach, Ca. 90806", which is where the Debtor is located and operates from (the "Coskun
21 UCC Financing Statement"). A true and correct copy of the Coskun UCC Financing Statement
22 is attached as Exhibit "B" hereto.

23 10. On July 3, 2018, I, along with the Debtor brought a lawsuit against Mr. Coskun
24 to confirm that the documents signed by me under duress are invalid and unenforceable and to
25 hold Mr. Coskun accountable for his strongarm tactics.

26 11. The Debtor has other secured as well as unsecured creditors. A few such
27 creditors had initiated a lawsuit against the Debtor and provided ex parte notice to the Debtor of
28

1 their intent to proceed to obtain a pre-judgment writ of attachment against the Debtor at a
2 hearing to be held on July 10, 2018 (the "Writ of Attachment Hearing"). I, acting with the
3 belief that the preservation of the business would benefit all of the Debtor's creditors, filed the
4 instant bankruptcy case on behalf of the Debtor prior to the Writ of Attachment Hearing.

5 12. In order to preserve the value of the Debtor's business and gain much needed
6 "breathing room" from its mounting pre-petition obligations, the Debtor determined that a
7 Chapter 11 proceeding would be beneficial and necessary and provide the Debtor with a
8 meaningful opportunity to restructure its obligations and pursue a transaction which would
9 maximize the value of the Debtor's business for this estate and all its creditors.

10 13. I intend to work diligently to re-stabilize the company, increase sales and to
11 maximize the Debtor's cash flow.

12 14. I will be working with the Debtor's bankruptcy counsel to propose a plan of
13 reorganization in the Debtor's case as expeditiously as possible.

14 15. The Debtor's primary assets consist of: (a) existing accounts receivable which
15 are presently owing to the Debtor; (b) the Debtor's vehicles, machinery and equipment; and (c)
16 the Debtor's good will.

17 a. Existing Accounts Receivable – the Debtor has a total of approximately
18 \$750,000 in accounts receivable, of which the Debtor estimates
19 approximately 15-20% to be collectible.

20 b. Vehicles, Machinery and Equipment – the Debtor has inventory of vehicles
21 totaling approximately \$543,693, as well as some office furniture, machinery
22 and equipment totaling approximately \$34,155.

23 c. Goodwill – the Debtor has goodwill in that it has an operating, viable and
24 ongoing business that is capable of generating new business with each
25 passing day. The Debtor's goodwill is its primary asset.

26 16. I have been informed and believe that the following entities may claim that the
27 revenue generated by the Debtor's business operations constitute their cash collateral:
28

- a. Manheim Automotive Financial Services, Inc.
- b. NextGear Capital, Inc.
- c. Westlake Flooring Company, LLC
- d. Pacific Enterprise Bank
- e. Automotive Finance Corporation
- f. Corporation Service Company, As Representative

17. The Debtor does not have any agreements with Corporation Service Company and/or with Manheim Automotive Financial Services, Inc. and I do not recall the Debtor ever transacting any business with either of them.

18. The Debtor has entered into certain agreements with the following flooring companies: NextGear Capital, Inc. (“NextGear”), Westlake Flooring Company, LLC (“Westlake”), and Automotive Finance Corporation (“AFC”) to finance the acquisition of vehicles (collectively, the “Flooring Agreements”). To secure the Debtor’s performance of its obligations to NextGear, Westlake, and AFC under the Flooring Agreements, a security interest was provided in, among other things, the vehicles the purchase of which was financed or floorplanned by each of the companies.

19. To the extent, NextGear, Westlake and/or AFC assert an interests in the Debtor’s cash collateral through the UCC-1 Financing Statements recorded by each of them with the California Secretary of State, the Debtor refutes such contention.

20. I have been informed and believe that according to the motion for relief from the automatic stay filed by NextGear on August 15, 2018, the amount of NextGear’s claim as of 08/10/2018 was approximately \$48,306.46 (not taking into account “unapplied funds” in the amount of \$19,908.76 and the value of the fourteen (14) vehicles that were repossessed by NextGear prior to the bankruptcy filing). Thus, I believe that the total amount that NextGear will allege that it is owed is approximately \$28,397.70.

21. According to the Debtor’s records, the amount of Westlake’s claim as of the date of the Debtor’s bankruptcy filing was approximately \$42,000 (not taking into account the value

1 of the two (2) vehicles financed by Westlake that were repossessed by Westlake prior to the
2 bankruptcy filing). Thus, the Debtor believes that the total amount that Westlake will allege
3 that it is owed is less than \$42,000.

4 22. According to the Debtor's records, the amount of AFC's claim as of the date of
5 the Debtor's bankruptcy filing was approximately \$60,000 (not taking into account the value of
6 the three (3) vehicles financed by AFC that were repossessed by AFC prior to the bankruptcy
7 filing). Thus, the Debtor believes that the total amount that Westlake will allege that it is owed
8 is less than \$60,000.

9 23. The Debtor is in the business of owning and operating an auto dealership located
10 at 1629 and 1645 E. Pacific Coast Hwy, Long Beach, California 90806 (the "ABI Lot"). I am
11 the owner of the real property on which the ABI Lot is located and operates on. The Debtor
12 leases the ABI Lot from me. As the landlord, I have entered into a certain "Subordination of
13 Landlord's Statutory and Contractual Liens" ("Subordination Agreement") with my lender
14 Pacific Enterprise Bank, a California Corporation ("Pacific"), and the Debtor as tenant.
15 Pursuant to the Subordination Agreement, I have agreed to subordinate my statutory and
16 contractual liens as a landlord to a lien and security interest held by Pacific.

17 24. In addition to the debt owing to its secured creditors, the Debtor estimates that it
18 has and additional \$5 - \$5.5 million of collective debt owing to other creditors, all of which is
19 unsecured.

20 25. A copy of the Debtor's monthly operating budget (the "Budget") is attached as
21 Exhibit "A" hereto. Based on past performance, the Debtor expects to be operating cash flow
22 positive throughout the period in the Budget. The Debtor presently intends to limit its use of
23 cash collateral consistent with the Budget and the other terms herein, provided, however, that
24 the Debtor reserves the right to seek alternative use of cash collateral and to file amended or
25 supplemental Budgets.

26 26. The Debtor has no ability to continue to operate and preserve its business unless
27 the Court enters an interim order to permit the Debtor to use its current and future revenue to
28

1 pay its operating expenses, including payroll, utilities, rent. In order for the Debtor to be able to
2 operate its business while in Chapter 11 and to avoid immediate and irreparable harm to its
3 business and estate, the Debtor must be able to use: (a) all of its cash existing on the Petition
4 Date plus (b) all of the Debtor's post-petition revenue generated from the operating of its
5 business to pay the Debtor's post-petition operating expenses in accordance with the Budget
6 and as further set forth herein.

7 27. The Budget contains the expenses the Debtor believes must be paid in order for
8 the Debtor to operate and preserve the value of its business and to enable the Debtor to avoid
9 immediate and irreparable harm to its bankruptcy estate. Given the Debtor's historical and
10 current operating performance and the fact that the going concern value of the Debtor's business
11 would be lost if the Debtor was forced to shut down its business operations, the Debtor submits
12 that the potential cash collateral lenders (NextGear, Westlake, AFC, and Pacific) are adequately
13 protected by the Debtor's continued operations of its business and preservation of its going
14 concern value.

15 28. In addition to those expenses set forth in the Budget, the Debtor also seeks
16 authority to use cash collateral to pay the following: (a) all quarterly fees owing to the Office of
17 the United States Trustee and all expenses owing to the Clerk of the Bankruptcy Court; and (b)
18 all actual third-party, outside expenses incurred by the Debtor (or its counsel) directly related to
19 the administration of the Debtor's bankruptcy estate (for items such as photocopying, postage,
20 searches, etc.) not to exceed the total sum of \$1,000 per month. In addition, the Debtor seeks
21 authority to deviate from the line items contained in the Budget by not more than 10%, on both
22 a line item and aggregate basis, with any unused portions to be carried over into the following
23 week(s) without the need for any further Court approval.

24 ///

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1 29. As adequate protection, the Debtor proposes that the potential cash collateral
2 lenders (NextGear, Westlake, AFC, and Pacific) receive replacement liens against the Debtor's
3 post-petition assets to the extent of any diminution in the value of their collateral, with such
4 replacement liens to have the same validity, priority, and extent as the prepetition liens held by
5 the potential cash collateral lender.

6 I declare and verify under penalty of perjury that the foregoing is true and correct to the
7 best of my knowledge.

8 Executed on this ____ day of September, 2018, at Los Angeles, California.

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SIRODJIDDIN MURZAEV, Declarant

Exhibit “A”

MOTHLY PROJECTED INCOME

Sales	
Sales - Week 1	30,000
Sales - Week 2	30,000
Sales - Week 3	30,000
Sales - Week 4	30,000
Other	1,500
Total Sales (TS) \$	121,500

Cost of Goods	
Inventory Purchase	49,000
Repair and Service Cost	3,000
Body Repair and Paint	500
Parts and Supplies	500
Car Wash and Detailing	500
Freight and Delivery	300
Labor (wages and payroll)	
Repossession Expense	
Registration, Title, Sales Tax	14,580
Smog and Emission Test	480
Total Cost of Goods Sold \$	68,860

Gross Profit	\$ 52,640
---------------------	------------------

Total INCOME	\$ 52,640
---------------------	------------------

EXPENSES

Operating Expenses	
Accounting and Legal	
Advertising	3,235
Bank Service Charge	50
Security Alarm System	50
Insurance	1,000
Interest Expense	
Maintenance and Repairs	
Office Supplies	200
Payroll Expenses	1,109
Postage	25
Rent	2,500
Salaries and Wages	14,500
Taxes and Licenses	100
Telephone	50
Travel	-
Utilities	310
Web Hosting and Domains	
Other	300
Total Operating Expenses \$	23,429

Total EXPENSES	\$ 23,429
-----------------------	------------------

NET INCOME	\$ 29,211
-------------------	------------------

Exhibit “B”



18-7652406938

06/05/2018 15:44

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS



A. NAME & PHONE OF CONTACT AT FILER (optional) The Document Center Inc.
B. E-MAIL CONTACT AT FILER (optional) info@thedoccenter.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Mr. & Mrs. Orhan Coskun 202 Tall Oak Irvine, Ca. 92603 # 15081 D

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S SURNAME Murzaev		FIRST PERSONAL NAME Sirodiddin	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1629 E. Pacific Coast Highway		CITY Long Beach	STATE Ca	POSTAL CODE 90806	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S SURNAME Coskun		FIRST PERSONAL NAME Orhan	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 202 Tall Oak		CITY Irvine	STATE Ca	POSTAL CODE 92603	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All inventory and accounts receivable for business located at 1629 and 1645 E. Pacific Coast Highway, Long Beach, Ca. 90806

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

DECLARATION OF OVSANNA TAKVORYAN, ESQ.

I, Ovsanna Takvoryan, Esq., declare as follows:

1. I have personal knowledge of the facts set forth below and, if called to testify, would and could competently testify thereto.

2. I am a partner of the law firm of CKR Law, LLP (“CKR”), bankruptcy counsel to SM Novelties, LLC, dba ABI Auto, dba ABI Tires & Services, the chapter 11 debtor and debtor in possession herein (the “Debtor”). I am an attorney licensed to practice law in the State of California, in the United States District Court and the Bankruptcy Court for the Central District of California.

3. I am informed and advised by the Debtor that it was incorporated on July 7, 2010, according to the laws of the State of California. As of the filing of its case, the Debtor’s business office was located at 1645 E Pacific Coast Highway, Long Beach, California 90806.

4. On or about July 19, 2018, I obtained a UCC Report for the Debtor covering the State of California, which summarizes all UCC-1 Financing Statements recorded with the California Secretary of State and includes a copy of all such UCC-1 Financing Statements. The UCC Report for the Debtor is attached as Exhibit “C” hereto.

5. Briefly, the active filings as of July 19, 2018 appear to be as follows:

a. **Manheim Automotive Financial Services, Inc. (“Manheim”)** – Manheim has one active financing statement as follows:

- i. Filing number 12-7320831178 filed on July 16, 2012
- ii. Amendment filed on May 20, 2013 – Filing number 13-73615002
- iii. Amendment filed on February 24, 2017 – Filing number 17-75725908

b. **NextGear Capital, Inc. (“NextGear”)** – NextGear has one active financing statement as follows:

- i. Filing number 13-7348313083 filed on February 12, 2013
- ii. Amendment filed on August 18, 2017 – Filing number 17-76016812

1 c. Westlake Flooring Service ("Westlake") – Westlake has one active financing
2 statement as follows:

3 i. Filing number 15-7473931050 filed on July 9, 2015

4 ii. Amendment filed on January 13, 2016 – Filing number 16-75042873

5 d. Pacific Enterprise Bank ("Pacific") – Pacific has one active financing
6 statement as follows:

7 i. Filing number 15-7496337914 filed on November 23, 2015

8 e. Automotive Finance Corporation ("AFC") – AFC has two active financing
9 statement as follows:

10 i. Filing number 17-7579194000 filed on April 7, 2017

11 ii. Filing number 17-7579194121 filed on April 7, 2017

12 f. Corporations Service Company, as Representative ("CSC") – CSC has one
13 active financing statement as follows:

14 i. Filing number 18-7634976829 filed on February 26, 2018

15 6. The foregoing is provided for information purposes only. Nothing contained
16 herein is intended to be, and nothing contained herein shall be, construed or interpreted as the
17 provision of any legal opinion by the declarant or CKR, or acknowledgment by the Debtor,
18 regarding the validity, priority and extent of any liens asserted by any of the Debtor's creditors
19 against the Debtor or otherwise, or the legal nature and character of the parties' pre-petition
20 agreements. The rights of the Debtor and all of its creditors with respect to the claims, liens and
21 interests asserted by such creditors are fully preserved.

22 I declare and verify under penalty of perjury that the foregoing is true and correct to the
23 best of my knowledge.

24 Executed on this th 24 day of September, 2018, at Los Angeles, California.

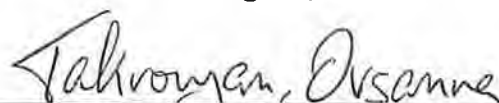
25
26 
27 OVSANNA TAKVORYAN
28

Exhibit “C”

Search Date: July 19, 2018



2020 Hurley Way, Suite 350 Sacramento, CA 95825
Local: (916) 564-7800 Fax: (916) 564-7900 Toll Free: (800) 952-5696

Ask us about UCC eZFILE®

UCC Search Report

Type of Search UCCs, Federal Tax Liens, State Tax Liens, and Judgments
Jurisdiction/Filing Office State of California, Secretary of State Uniform Commercial Code Division
Indexed Through Jul. 12, 2018
Subject Search Name SM NOVELTIES, LLC
Search Key Entered SM NOV

Results

Based on a search of the indices of the Uniform Commercial Code Division of the Secretary of State of California, there are no active liens of record other than those set out below. Liens reflected in this report were based on the searcher's individual search parameters, the search key entered, as well as the searcher's choice of the liens ultimately included or excluded herein. Certification can only be obtained through the office of the California Secretary of State.

1. UCC Financing Statement

Document No. 20127320831178 Lapses 7/16/2022
Filed 7/16/2012
Debtor SM NOVELTIES LLC
1645 EAST PACIFIC COAST HWY
LONG BEACH CA 90806
Secured Party MANHEIM AUTOMOTIVE FINANCIAL SERVICES, INC.
6205 PEACHTREE DUNWOODY ROAD
ATLANTA GA 30328
Secured Party NEXTGEAR CAPITAL, INC.
1320 CITY CENTER DR, SUITE 100
CARMEL IN 46032
Amendment Type Amendment
File No. 201373615002
Filed 5/20/2013 12:00:00 AM
Amendment Type Continuation
File No. 201775725908
Filed 2/24/2017 12:00:00 AM

2. UCC Financing Statement

Document No. 20137348313083 Lapses 2/12/2023
Filed 2/12/2013
Debtor ABI AUTO
1645 E. PACIFIC COAST HWY
LONG BEACH CA 90806

Debtor SM NOVELTIES LLC
1645 E. PACIFIC COAST HWY
LONG BEACH CA 90806

Secured Party NEXTGEAR CAPITAL, INC.
1320 CITY CENTER DR., STE 100
CARMEL IN 46032

Amendment Type Continuation
File No. 201776016812
Filed 8/18/2017 12:00:00 AM

3. UCC Financing Statement

Document No. 20157473931050 **Lapses** 7/9/2020
Filed 7/9/2015

Debtor ABI AUTO
1645 E. PACIFIC COAST HIGHWAY
LONG BEACH CA 90806

Debtor SM NOVELTIES, LLC
1645 E. PACIFIC COAST HIGHWAY
LONG BEACH CA 90806

Secured Party WESTLAKE FLOORING COMPANY, LLC
4751 WILSHIRE BLVD., SUITE 100
LOS ANGELES CA 90010

Secured Party WESTLAKE FLOORING SERVICE
4751 WILSHIRE BLVD
LOS ANGELES CA 90010

Amendment Type Amendment
File No. 201675042873
Filed 1/13/2016 12:00:00 AM

4. UCC Financing Statement

Document No. 20157496337914 **Lapses** 11/23/2020
Filed 11/23/2015

Debtor ABI AUTO
1645 EAST PACIFIC COAST HIGHWAY
LONG BEACH CA 90806

Debtor ABI TIRES & SERVICES
1645 EAST PACIFIC COAST HIGHWAY
LONG BEACH CA 90806

Debtor SM NOVELTIES, LLC
1645 EAST PACIFIC COAST HIGHWAY
LONG BEACH CA 90806

Secured Party PACIFIC ENTERPRISE BANK
17748 SKY PARK CIRCLE, SUITE 100
IRVINE CA 92614

5. UCC Financing Statement

Document No. 20177579194000 **Lapses** 4/7/2022
Filed 4/7/2017

Debtor ABI AUTO
1645 E PACIFIC COAST HWY
LONG BEACH CA 90806

Debtor SM NOVELTIES LLC
1645 E PACIFIC COAST HWY
LONG BEACH CA 90806

Secured Party AUTOMOTIVE FINANCE CORPORATION
WWW.AFCDEALER.COM, 13085 HAMILTON CROSSING BLVD SUITE 300
CARMEL IN 46032

6. UCC Financing Statement

Document No. 20187634976829 **Lapses** 2/26/2023
Filed 2/26/2018
Debtor MURZAEV, SIRODJIDDIN
23330 ANZA AVE
TORRANCE CA 90505
Debtor SM NOVELTIES, LLC
1645 E PACIFIC COAST HWY
LONG BEACH CA 90806
Secured Party CORPORATION SERVICE COMPANY, AS REPRESENTATIVE
P.O. BOX 2576 UCCSPREP@CSCINFO.COM
SPRINGFIELD IL 62708

We assume no liability with respect to the identity of any party named or referred to in this report, nor with respect to the validity, legal effect or priority of any matter shown herein; nor, due to our inability to independently verify the accuracy of this data as provided by government and other sources, do we make any guaranty or representation as to its accuracy.

----- **END OF REPORT** -----

Report Parameters

The UCC Revised Article 9 Model Administrative Rules (MARS) provide state filing offices with a set of guidelines for producing a legally compliant UCC lien search report. The search tool used to create this search report was designed to satisfy the requirements under MARS while providing the searcher with increased flexibility.

Flexible search logic generates a more inclusive search report and addresses the inconsistencies in searches performed within states that did not effectively adopt the MARS guidelines. Further, these specially designed broad-based searching features aid in the location of involuntary liens such as Federal and State Tax Liens and Judgment Liens and liens that may not be located in state databases limited to the MARS guidelines for the reporting of UCCs.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] lunsik 678-645-2764					DOCUMENT NUMBER: 33871740002 FILING NUMBER: 12-7320831178 FILING DATE: 07/16/2012 08:30 IMAGE GENERATED ELECTRONICALLY FOR WEB FILING THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY																																		
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Stephanie Lunsik 400 NORTHRIDGE ROAD, SUITE 800 ATLANTA, GA 30350 USA																																							
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10">1a. ORGANIZATION'S NAME SM NOVELTIES LLC</td> </tr> <tr> <td colspan="10">OR</td> </tr> <tr> <td colspan="3">1b. INDIVIDUAL'S LAST NAME</td> <td colspan="2">FIRST NAME</td> <td colspan="2">MIDDLE NAME</td> <td colspan="3">SUFFIX</td> </tr> </table>										1a. ORGANIZATION'S NAME SM NOVELTIES LLC										OR										1b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX		
1a. ORGANIZATION'S NAME SM NOVELTIES LLC																																							
OR																																							
1b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX																																
1c. MAILING ADDRESS 1645 EAST PACIFIC COAST HWY			CITY LONG BEACH		STATE CA	POSTAL CODE 90806	COUNTRY USA																																
1d. SEE INSTRUCTIONS		ADD'L DEBTOR INFO		1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any 201022310003 <input type="checkbox"/> NONE																																	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10">2a. ORGANIZATION'S NAME</td> </tr> <tr> <td colspan="10">OR</td> </tr> <tr> <td colspan="3">2b. INDIVIDUAL'S LAST NAME</td> <td colspan="2">FIRST NAME</td> <td colspan="2">MIDDLE NAME</td> <td colspan="3">SUFFIX</td> </tr> </table>										2a. ORGANIZATION'S NAME										OR										2b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX		
2a. ORGANIZATION'S NAME																																							
OR																																							
2b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX																																
2c. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY																																
2d. SEE INSTRUCTIONS		ADD'L DEBTOR INFO		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE																																	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10">3a. ORGANIZATION'S NAME MANHEIM AUTOMOTIVE FINANCIAL SERVICES, INC.</td> </tr> <tr> <td colspan="10">OR</td> </tr> <tr> <td colspan="3">3b. INDIVIDUAL'S LAST NAME</td> <td colspan="2">FIRST NAME</td> <td colspan="2">MIDDLE NAME</td> <td colspan="3">SUFFIX</td> </tr> </table>										3a. ORGANIZATION'S NAME MANHEIM AUTOMOTIVE FINANCIAL SERVICES, INC.										OR										3b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX		
3a. ORGANIZATION'S NAME MANHEIM AUTOMOTIVE FINANCIAL SERVICES, INC.																																							
OR																																							
3b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX																																
3c. MAILING ADDRESS 6205 PEACHTREE DUNWOODY ROAD			CITY ATLANTA		STATE GA	POSTAL CODE 30328	COUNTRY USA																																
4. This FINANCING STATEMENT covers the following collateral: All Vehicle inventory, parts and accessories inventory, equipment, fixtures, accounts, holdback reserves, manufacturer rebates and incentive payments, accounts, payment intangibles, instruments, securities and security accounts, and general intangibles of the Borrower now owned and hereafter acquired, wherever located; all accessions to, substitutions for and all replacements of any of the foregoing; all chattel paper, documents, instruments, monies, residues and property of any kind related to any of the foregoing; all books and records of Borrower related to any of the foregoing, including without limitation, computer programs, print-outs and other computer hardware and software materials and records pertaining to any of the foregoing; together with all proceeds and products of the foregoing, including, without limitation, proceeds of insurance policies insuring any of the foregoing ("Collateral")																																							
5. ALT DESIGNATION: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING																																							
<input type="checkbox"/> 6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]					7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2																																		
8. OPTIONAL FILER REFERENCE DATA 9270421 (SL)																																							

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Gisela Melendez
800-331-3282

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
CT LIEN SOLUTIONS
2727 ALLEN PARKWAY
HOUSTON, TX 77019
USA

DOCUMENT NUMBER: 59899930002
FILING NUMBER: 17-75725908
FILING DATE: 02/24/2017 06:44

**IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

1a. INITIAL FINANCING STATEMENT FILE NUMBER
12-7320831178

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record. **AND** Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a and 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

OR	6a. ORGANIZATION'S NAME			
	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

OR	7a. ORGANIZATION'S NAME			
	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

OR	a. ORGANIZATION'S NAME NEXTGEAR CAPITAL, INC.			
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
CA-0-57763081-52878776

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Gisella Melendez
 800-331-3282

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 CT LIEN SOLUTIONS
 2727 ALLEN PARKWAY
 HOUSTON, TX 77019
 USA

DOCUMENT NUMBER: 36538440002
 FILING NUMBER: 13-7348313083
 FILING DATE: 02/12/2013 10:57
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME SM NOVELTIES LLC			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1645 E. Pacific Coast Hwy		CITY Long Beach	STATE CA	POSTAL CODE 90806
1d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	1e. TYPE OF ORGANIZATION Limited Lia bility Comp any	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any 201022310003 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME ABI Auto			
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 1645 E. Pacific Coast Hwy		CITY Long Beach	STATE CA	POSTAL CODE 90806
2d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	2e. TYPE OF ORGANIZATION DBA	2f. JURISDICTION OF ORGANIZATION CA	2g. ORGANIZATIONAL ID#, if any <input checked="" type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME NEXTGEAR CAPITAL, INC.			
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1320 CITY CENTER DR., STE 100		CITY CARMEL	STATE IN	POSTAL CODE 46032
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
 All Debtors assets and properties where ver located, including without limitation all equipment of any kind or nature, all vehicles, vehicle parts and inventory now owned or hereafter acquired, without limitation, purchase money inventory, the purchase of which was financed or floorplanned by NextGear Capital, Inc. for Debtor of whatever kind or nature, and all returns, repossessions, exchanges, substitutions, attachments, additions, accessions, accessories, replacements, and proceeds thereof; all accounts, accounts receivable, chattel paper, and general intangibles now owned or hereafter acquired by Debtor together with the proceeds thereof; all of Debtors documents, books and records relating to the forgoing.

5. ALT DESIGNATION: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS **7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)**
 Attach Addendum [if applicable] [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 CA-0-36956214-47166202

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Gisella Melendez
800-331-3282

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Lien Solutions
2929 ALLEN PARKWAY, Suite#3300
HOUSTON, TX 77019
USA

DOCUMENT NUMBER: 63508550002
FILING NUMBER: 17-76016812
FILING DATE: 08/18/2017 06:32

**IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

1a. INITIAL FINANCING STATEMENT FILE NUMBER
13-7348313083

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT (full or partial):** Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor or Secured Party of record. **AND** Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a and 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

OR	6a. ORGANIZATION'S NAME			
	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

OR	7a. ORGANIZATION'S NAME			
	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

OR	a. ORGANIZATION'S NAME NEXTGEAR CAPITAL, INC.			
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
CA-0-60264923-53808473

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) 323-973-7614
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) WESTLAKE FLOORING SERVICE 4751 WILSHIRE BLVD None LOS ANGELES, CA 90010 USA

DOCUMENT NUMBER: 49856840002
FILING NUMBER: 15-7473931050
FILING DATE: 07/09/2015 10:40

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME SM NOVELTIES, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1645 E. PACIFIC COAST HIGHWAY		CITY LONG BEACH	STATE CA	POSTAL CODE 90806
COUNTRY USA				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME ABI AUTO			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 1645 E. PACIFIC COAST HIGHWAY		CITY LONG BEACH	STATE CA	POSTAL CODE 90806
COUNTRY USA				

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME WESTLAKE FLOORING SERVICE			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 4751 WILSHIRE BLVD		CITY LOS ANGELES	STATE CA	POSTAL CODE 90010
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:
All Debtors assets and properties wherever located, including without limitation all equipment of any kind or nature, all vehicles, vehicle parts and inventory now owned or hereafter acquired, without limitation, purchase money inventory, the purchase of which was financed or floorplanned by Westlake Flooring Services for Debtor of whatever kind or nature, and all returns, repossessions, exchanges, substitutions, attachments, additions, accessions, accessories, replacements, and proceeds thereof; all accounts, accounts receivable, chattel paper, and general intangibles now owned or hereafter acquired by Debtor together with the proceeds thereof; all of Debtors documents, books and records relating to the foregoing.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
3239737614

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
WESTLAKE FLOORING COMPANY, LLC
4751 WILSHIRE BLVD. SUITE 100
None
LOS ANGELES, CA 90010
USA

DOCUMENT NUMBER: 52856890002
FILING NUMBER: 16-75042873
FILING DATE: 01/13/2016 15:18

**IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

1a. INITIAL FINANCING STATEMENT FILE NUMBER
15-7473931050

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record. **AND** Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a and 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

OR	6a. ORGANIZATION'S NAME WESTLAKE FLOORING SERVICE			
	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

OR	7a. ORGANIZATION'S NAME Westlake Flooring Company, LLC			
	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS 4751 Wilshire Blvd., Suite 100	CITY LOS ANGELES	STATE CA	POSTAL CODE 90010	COUNTRY USA
--	----------------------------	--------------------	-----------------------------	-----------------------

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:
All Debtors assets and properties wherever located, including without limitation all equipment of any kind or nature, all vehicles, vehicle parts and inventory now owned or hereafter acquired, without limitation, purchase money inventory, the purchase of which was financed or floorplanned by Secured Party for Debtor of whatever kind or nature, and all returns, repossessions, exchanges, substitutions, attachments, additions, accessions, accessories, replacements, and proceeds thereof; all accounts, accounts receivable, chattel paper, and general intangibles now owned or hereafter acquired by Debtor together with the proceeds thereof; all of Debtors documents, books and records relating to the foregoing.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

OR	a. ORGANIZATION'S NAME WESTLAKE FLOORING SERVICE			
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) SUE BECERRA 949-623-7616
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) PACIFIC ENTERPRISE BANK 17748 SKYPARK CIRCLE SUITE 100 Irvine, CA 92614 USA

DOCUMENT NUMBER: 52085740002
FILING NUMBER: 15-7496337914
FILING DATE: 11/23/2015 12:27

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME SM Novelty, LLC	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	1b. INDIVIDUAL'S SURNAME				
1c. MAILING ADDRESS 1645 East Pacific Coast Highway		CITY Long Beach	STATE CA	POSTAL CODE 90806	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME ABI Tires & Services	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	2b. INDIVIDUAL'S SURNAME				
2c. MAILING ADDRESS 1645 East Pacific Coast Highway		CITY Long Beach	STATE CA	POSTAL CODE 90806	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Pacific Enterprise Bank	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	3b. INDIVIDUAL'S SURNAME				
3c. MAILING ADDRESS 17748 Sky Park Circle, Suite 100		CITY Irvine	STATE CA	POSTAL CODE 92614	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all furniture, all fixtures, all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME
SM Novelties, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

DOCUMENT NUMBER: 52085740002

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME
ABI Auto

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1645 East Pacific Coast Highway Long Beach CA 90806 USA

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (collateral):
now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property and wherever located.

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT: covers timber to be cut covers as-extracted collateral is filed as a fixture filing.

15. Name and address of RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
 SHERRY RAINES
 317-843-4770

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
 Automotive Finance Corporation
 13085 Hamilton Crossing Blvd, Suite 300
 Carmel, IN 46032
 USA

DOCUMENT NUMBER: 60641120002
FILING NUMBER: 17-7579194000
FILING DATE: 04/07/2017 07:02

**IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME SM NOVELTIES LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1645 E PACIFIC COAST HWY		CITY LONG BEACH	STATE CA	POSTAL CODE 90806
COUNTRY USA				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME ABI AUTO			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 1645 E PACIFIC COAST HWY		CITY LONG BEACH	STATE CA	POSTAL CODE 90806
COUNTRY USA				

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME AUTOMOTIVE FINANCE CORPORATION			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS WWW.AFCDEALER.COM, 13085 HAMILTON CROSSING BLVD SUITE 300		CITY CARMEL	STATE IN	POSTAL CODE 46032
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:
 All of Debtors assets and properties wherever located, including without limitation: accounts, chattel paper, deposit accounts, documents, equipment, fixtures, inventory and other goods, general intangibles, instruments, insurance policies, investment property, letter of credit rights, money, software, supporting obligations, and titles, now owned or hereafter acquired by Debtor; any and all proceeds, products, additions, accessions, accessories, and replacements of the foregoing; and all of Debtors computer records, business papers, ledger sheets, files, books, and records relating to the foregoing, now owned or hereafter acquired.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
 522191ER

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 800-858-5294
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CORPORATION SERVICE COMPANY 801 ADLAI STEVENSON DRIVE Springfield, IL 62703-4261 USA

DOCUMENT NUMBER: 68116230002
FILING NUMBER: 18-7634976829
FILING DATE: 02/26/2018 11:11

IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME SM Novelties, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1645 E PACIFIC COAST HWY		CITY LONG BEACH	STATE CA	POSTAL CODE 90806
COUNTRY USA				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME Murzaev	FIRST PERSONAL NAME Sirodjiddin	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 23330 ANZA AVE		CITY TORRANCE	STATE CA	POSTAL CODE 90505
COUNTRY USA				

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS P.O. Box 2576 uccsprep@cscinfo.com		CITY Springfield	STATE IL	POSTAL CODE 62708
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:
All personal property and general intangibles, including related accessions, accessories, replacements and proceeds, and certain future receivables, as detailed and defined in a loan agreement between secured party and debtor.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
[143188434]

FILING OFFICE COPY

Search Date: July 19, 2018



2020 Hurley Way, Suite 350 Sacramento, CA 95825
Local: (916) 564-7800 Fax: (916) 564-7900 Toll Free: (800) 952-5696

Ask us about UCC eZFILE®

UCC Search Report

Type of Search UCCs, Federal Tax Liens, State Tax Liens, and Judgments
Jurisdiction/Filing Office State of California, Secretary of State Uniform Commercial Code Division
Indexed Through Jul. 12, 2018
Subject Search Name ABI AUTO
Search Key Entered ABI AU

Results

Based on a search of the indices of the Uniform Commercial Code Division of the Secretary of State of California, there are no active liens of record other than those set out below. Liens reflected in this report were based on the searcher's individual search parameters, the search key entered, as well as the searcher's choice of the liens ultimately included or excluded herein. Certification can only be obtained through the office of the California Secretary of State.

1. UCC Financing Statement

Document No. 20137348313083 Lapses 2/12/2023
Filed 2/12/2013

Debtor ABI AUTO
1645 E. PACIFIC COAST HWY
LONG BEACH CA 90806

Debtor SM NOVELTIES LLC
1645 E. PACIFIC COAST HWY
LONG BEACH CA 90806

Secured Party NEXTGEAR CAPITAL, INC.
1320 CITY CENTER DR., STE 100
CARMEL IN 46032

Amendment Type Continuation
File No. 201776016812
Filed 8/18/2017 12:00:00 AM

2. UCC Financing Statement

Document No. 20157473931050 Lapses 7/9/2020
Filed 7/9/2015

Debtor ABI AUTO
1645 E. PACIFIC COAST HIGHWAY
LONG BEACH CA 90806

Debtor SM NOVELTIES, LLC
1645 E. PACIFIC COAST HIGHWAY
LONG BEACH CA 90806

Secured Party WESTLAKE FLOORING COMPANY, LLC
4751 WILSHIRE BLVD., SUITE 100
LOS ANGELES CA 90010

Secured Party WESTLAKE FLOORING SERVICE
4751 WILSHIRE BLVD
LOS ANGELES CA 90010

Amendment Type Amendment
File No. 201675042873
Filed 1/13/2016 12:00:00 AM

3. UCC Financing Statement

Document No. 20157496337914 **Lapses** 11/23/2020
Filed 11/23/2015

Debtor ABI AUTO
1645 EAST PACIFIC COAST HIGHWAY
LONG BEACH CA 90806

Debtor ABI TIRES & SERVICES
1645 EAST PACIFIC COAST HIGHWAY
LONG BEACH CA 90806

Debtor SM NOVELTIES, LLC
1645 EAST PACIFIC COAST HIGHWAY
LONG BEACH CA 90806

Secured Party PACIFIC ENTERPRISE BANK
17748 SKY PARK CIRCLE, SUITE 100
IRVINE CA 92614

4. UCC Financing Statement

Document No. 20177579194000 **Lapses** 4/7/2022
Filed 4/7/2017

Debtor ABI AUTO
1645 E PACIFIC COAST HWY
LONG BEACH CA 90806

Debtor SM NOVELTIES LLC
1645 E PACIFIC COAST HWY
LONG BEACH CA 90806

Secured Party AUTOMOTIVE FINANCE CORPORATION
WWW.AFCDEALER.COM, 13085 HAMILTON CROSSING BLVD SUITE 300
CARMEL IN 46032

5. UCC Financing Statement

Document No. 20177579194121 **Lapses** 4/7/2022
Filed 4/7/2017

Debtor ABI AUTO
1645 E PACIFIC COAST HWY
LONG BEACH CA 90806

Debtor MURZAEV, SIRODJIDDIN
1645 E PACIFIC COAST HWY
LONG BEACH CA 90806

Secured Party AUTOMOTIVE FINANCE CORPORATION
WWW.AFCDEALER.COM, 13085 HAMILTON CROSSING BLVD SUITE 300
CARMEL IN 46032

We assume no liability with respect to the identity of any party named or referred to in this report, nor with respect to the validity, legal effect or priority of any matter shown herein; nor, due to our inability to independently verify the accuracy of this data as provided by government and other sources, do we make any guaranty or representation as to its accuracy.

----- **END OF REPORT** -----

Report Parameters

The UCC Revised Article 9 Model Administrative Rules (MARS) provide state filing offices with a set of guidelines for producing a legally compliant UCC lien search report. The search tool used to create this search report was designed to satisfy the requirements under MARS while providing the searcher with increased flexibility.

Flexible search logic generates a more inclusive search report and addresses the inconsistencies in searches performed within states that did not effectively adopt the MARS guidelines. Further, these specially designed broad-based searching features aid in the location of involuntary liens such as Federal and State Tax Liens and Judgment Liens and liens that may not be located in state databases limited to the MARS guidelines for the reporting of UCCs.

Search Date: July 19, 2018



2020 Hurley Way, Suite 350 Sacramento, CA 95825
Local: (916) 564-7800 Fax: (916) 564-7900 Toll Free: (800) 952-5696

Ask us about UCC eZFILE®

California Similar Name Report

Subject Search Name ABI AUTO
Truncated Search Name ABI AU
Indexed Through July 12, 2018

Contains all debtor names not included on the final results report.

Filing #	Debtor Name	Address	City	State	Zip	Type
20147408191500	ABI AUTO CARE, INC.	278 CORONA ROAD	PETALUMA	CA	94854	UCC
20147405601876	ABI AUTO PARTS INC.	5585 DANIELS STREET UNIT F-1	CHINO	CA	91710	UCC

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) SHERRY RAINES 317-843-4770
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Automotive Finance Corporation 13085 Hamilton Crossing Blvd, Suite 300 Carmel, IN 46032 USA

DOCUMENT NUMBER: 60641120003
FILING NUMBER: 17-7579194121
FILING DATE: 04/07/2017 07:04

**IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME			
	1b. INDIVIDUAL'S SURNAME			
	MURZAEV	FIRST PERSONAL NAME SIRODJIDDIN	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1645 E PACIFIC COAST HWY		CITY LONG BEACH	STATE CA	POSTAL CODE 90806
COUNTRY USA				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME			
	ABI AUTO	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 1645 E PACIFIC COAST HWY		CITY LONG BEACH	STATE CA	POSTAL CODE 90806
COUNTRY USA				

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME			
	3b. INDIVIDUAL'S SURNAME			
	AUTOMOTIVE FINANCE CORPORATION	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS WWW.AFCDEALER.COM, 13085 HAMILTON CROSSING BLVD SUITE 300		CITY CARMEL	STATE IN	POSTAL CODE 46032
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:

All of Debtors assets and properties wherever located, including without limitation: accounts, chattel paper, deposit accounts, documents, equipment, fixtures, inventory and other goods, general intangibles, instruments, insurance policies, investment property, letter of credit rights, money, software, supporting obligations, and titles, now owned or hereafter acquired by Debtor; any and all proceeds, products, additions, accessions, accessories, and replacements of the foregoing; and all of Debtors computer records, business papers, ledger sheets, files, books, and records relating to the foregoing, now owned or hereafter acquired.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

522191ER

FILING OFFICE COPY

Search Date: July 19, 2018



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Ask us about UCC eZFILE®

UCC Search Report

Type of Search UCCs, Federal Tax Liens, State Tax Liens, and Judgments
Jurisdiction/Filing Office State of California, Secretary of State Uniform Commercial Code Division
Indexed Through Jul. 12, 2018
Subject Search Name ABI TIRES & SERVICES
Search Key Entered ABI TI

Results

Based on a search of the indices of the Uniform Commercial Code Division of the Secretary of State of California, there are no active liens of record other than those set out below. Liens reflected in this report were based on the searcher's individual search parameters, the search key entered, as well as the searcher's choice of the liens ultimately included or excluded herein. Certification can only be obtained through the office of the California Secretary of State.

1. UCC Financing Statement

Document No. 20157496337914 **Lapses** 11/23/2020
Filed 11/23/2015
Debtor ABI AUTO
1645 EAST PACIFIC COAST HIGHWAY
LONG BEACH CA 90806
Debtor ABI TIRES & SERVICES
1645 EAST PACIFIC COAST HIGHWAY
LONG BEACH CA 90806
Debtor SM NOVELTIES, LLC
1645 EAST PACIFIC COAST HIGHWAY
LONG BEACH CA 90806
Secured Party PACIFIC ENTERPRISE BANK
17748 SKY PARK CIRCLE, SUITE 100
IRVINE CA 92614

We assume no liability with respect to the identity of any party named or referred to in this report, nor with respect to the validity, legal effect or priority of any matter shown herein; nor, due to our inability to independently verify the accuracy of this data as provided by government and other sources, do we make any guaranty or representation as to its accuracy.

----- END OF REPORT -----

Report Parameters

The UCC Revised Article 9 Model Administrative Rules (MARS) provide state filing offices with a set of guidelines for producing a legally compliant UCC lien search report. The search tool used to create this search report was designed to satisfy the

requirements under MARS while providing the searcher with increased flexibility.

Flexible search logic generates a more inclusive search report and addresses the inconsistencies in searches performed within states that did not effectively adopt the MARS guidelines. Further, these specially designed broad-based searching features aid in the location of involuntary liens such as Federal and State Tax Liens and Judgment Liens and liens that may not be located in state databases limited to the MARS guidelines for the reporting of UCCs.

Search Date: July 19, 2018



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Ask us about UCC eZFILE®

California Similar Name Report

Subject Search Name ABITIRES & SERVICES
Truncated Search Name ABITI
Indexed Through July 12, 2018

Contains all debtor names not included on the final results report.

Filing #	Debtor Name	Address	City	State	Zip	Type
20137347526917	ABITI INC, A CORPORATION	1013 PARDEE ST STE 107	BERKELEY	CA	94710	FTL
20127342755844	ABITI, INC.	1013 PARDEE ST STE 107	BERKELEY	CA	94710	STL
20147403868586	ABITI, INC.	1013 PARDEE ST STE 107	BERKELEY	CA	94710	STL
20157501766816	ABITIA, ENRIQUE	22702 CHERYL WAY	LAKE FOREST	CA	92630	UCC

In re: SM Novelties, LLC	Debtor(s) CHAPTER: 11 CASE NUMBER: 2:18-bk-17880-VZ
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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: **1800 Century Park East, 14th Floor, Los Angeles, CA 90067**

A true and correct copy of the foregoing document entitled (*specify*): **DEBTOR'S MOTION FOR USE OF CASH COLLATERAL ON AN INTERIM BASIS PENDING A FINAL HEARING; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF SIRODJIDDIN MURZAEV AND OVSANNA TAKVORYAN 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 **September 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:

- Ronald Appel attorneyrappel@gmail.com
- Thomas A Fasel thomas@fasellaw.com, taf@fasellaw.com
- James A Flanagan email@flanaganlaw.com, flanaganlaw@ecf.courtdrive.com
- David B Golubchik dbg@lnbyb.com, dbg@ecf.inforuptcy.com
- Kelly L Morrison kelly.l.morrison@usdoj.gov
- Sierra E Nelson attorney@arsenian.com, sierra.e.nelson@gmail.com
- Tom Roddy Normandin tnormandin@pnbd.com, nwong@pnbd.com;srichards@pnbd.com;cathyjones@pnbd.com
- Ovsanna Takvoryan otakvoryan@ckrlaw.com, r48607@notify.bestcase.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Larry D Webb Webblaw@gmail.com, larry@webblaw.onmicrosoft.com;r51666@notify.bestcase.com

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

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

Service information continued on attached page

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

Via Fedex Priority Overnight Mail
Honorable Vincent P. Zurzolo
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1360
Los Angeles, CA 90012

Via Fedex Priority Overnight Mail
United States Trustee (LA)
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017

Via Fedex Priority Overnight Mail
see attached mailing matrix

Service information continued on attached page

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

September 24, 2018 **Youyue Penick**

Date Printed Name

/s/ Youyue Penick

Signature

SECURED CREDITORS:

ATTORNEYS, IF KNOWN

Automotive Finance Corporation
13085 Hamilton Crossing Blvd.
Suite 300
Carmel IN 46032

Corporation Service Company,
as Representative
P.O. Box 2576
Springfield IL 62708

Nextgear Capital
1320 City Center Dr., Ste 100
Carmel IN 46032

Tom Roddy Normandin
Prenovost, Normandin, Berch & Dawe
2122 N Broadway #200
Santa Ana, CA 92706-2614

Orhan Coskun
202 Tall Oak
Irvine CA 92603

Todd W. Bonder
Rosenfeld, Meyer & Susman LLP
232 North Canon Drive
Beverly Hills, California 90210-5302

Pacific Enterprise Bank
17748 Sky Park Circle
Suite 100
Irvine CA 92614

Westlake Flooring Service
4751 Wilshire Blvd
Los Angeles CA 90010

Manheim Automotive Financial Services, Inc.
6205 Peachtree Dunwoody Road
Atlanta, GA 30328

20 LARGEST UNSECURED CREDITORS:

Ahmet Atay
7115 Etiwanda Ave #9
Reseda CA 91335

Byerik Khajat
Marat Aukyetai
49 Clover
Lake Forest CA 92630

Faridun Nazarov
2975 Hunters Branch Rd #225
Fairfax VA 22031

Fatih Kirim
22 Maywood
Irvine, CA 92602

Gurcan Terzi
19431 Sherman Way 19
Reseda CA 91335

Idris Aydogan
14 Gladstone
Irvine CA 92606

Internal Revenue Service
P.O. Box 7346
Philadelphia PA 19101-7346

Huseyin Narzulloev
5300 Newcastle Ave Apt #59
Encino CA 91316

Mehmet Ali Bozbey
510 S Burnside Ave 7H
Los Angeles CA 90036

Mehmet Ugur
12330 Stanwood Dr
Los Angeles CA 90066

Golden Asia Inc
11260 Westminster Ave #4
Los Angeles, CA 90066

Muhammed Akif Horasanli
4040 Barranca Pkwy STE 215
Irvine CA 92604

Muhammed Yildirim
1609 West 221st St
Torrance CA 90501

Musa Birdal
31 Oakhurst Rd
Irvine CA 92620

Mustafa Emeksiz
67 Bloomington
Irvine CA 92620

Remzi Oten
4831 E. Copa De Odo Dr.
Anaheim CA 92807

Saban Bicer
130 Spring Valley
Irvine CA 92602

Tevfik Emre Aksoy
17205 Rookery Ct
Princeton Junction NJ 08550

Vedat Celik
1001 Smith Manor Blvd
West Orange NJ 07052

Yusuf Danyal Kilicalp
2 Chattanooga
Irvine CA 92620

Burkhalter Kessler Clement & George
Alton G. Burkhalter, Esq.
2020 Main Street, Suite 600
Irvine CA 92614