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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

In re: MARCO CEASAR TRILLO RODRIGUEZ, Debtor(s).	CASE NO.: 6:22-bk-10148-SY CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: March 2, 2023	Time: 9:30 a.m.
Location: Courtroom 302, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: Public Private **Last date to file objections:** February 16, 2023

Description of property to be sold: Real property located at 45323 Zuma Drive, Temecula, California 92597

Terms and conditions of sale: See attached Sale Motion

Proposed sale price: \$599,900.00, subject to overbids

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

Overbid procedure (if any): Initial overbid of \$604,900.00, minimum bid increments thereafter shall be \$1,000.00

Overbids must be in writing and received by the Trustee and his counsel on or before February 23, 2023.

Certified funds of at 3% of the overbid purchase price must be delivered. (See attached Sale Motion).

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

March 2, 2023 at 9:30 a.m.

United States Bankruptcy Court

Courtroom 302

3420 Twelfth Street

Riverside, CA 92501

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

Rika M. Kido, Esq.

Shulman Bastian Friedman & Bui LLP

100 Spectrum Center Drive Suite 600

Irvine, CA 92618

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: RKido@shulmanbastian.com

Date: 02/09/2023

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Leonard M. Shulman – Bar No. 126349 Rika M. Kido – Bar No. 273780 SHULMAN BASTIAN FRIEDMAN & BUI LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: LShulman@shulmanbastian.com; RKido@shulmanbastian.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Lynda T. Bui, Chapter 7 Trustee	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION	
In re: MARCO CEASAR TRILL RODRIGUEZ, Debtor(s).	CASE NO.: 6:22-bk-10148-SY CHAPTER: 7 NOTICE OF MOTION FOR: Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363 (b)(1) and 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Other Costs; and (3) Granting Related Relief (Specify name of Motion) DATE: 03/02/2023 TIME: 9:30 am COURTROOM: Courtroom 302 PLACE: U.S. Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501

1. TO (*specify name*): Debtor and his counsel, the United States Trustee, all creditors and other parties in interest
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

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

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 02/09/2023

SHULMAN BASTIAN FRIEDMAN & BUI LLP
Printed name of law firm

/s/ Rika M. Kido
Signature

Rika M. Kido
Printed name of attorney

1 Leonard M. Shulman - Bar No. 126349
Rika M. Kido - Bar No. 273780
2 **SHULMAN BASTIAN FRIEDMAN & BUI LLP**
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5 RKido@shulmanbastian.com

6 Attorneys for Lynda T. Bui,
Chapter 7 Trustee
7

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

11 In re

12 **MARCO CEASAR TRILLO**
RODRIGUEZ,

13 Debtor.
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Case No. 6:22-bk-10148-SY

Chapter 7

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

- (1) **APPROVING THE SALE OF REAL PROPERTY OF THE ESTATE FREE AND CLEAR OF LIENS PURSUANT TO BANKRUPTCY CODE §§ 363(b)(1) and (f), SUBJECT TO OVERBIDS, COMBINED WITH NOTICE OF BIDDING PROCEDURES AND REQUEST FOR APPROVAL OF THE BIDDING PROCEDURES UTILIZED;**
- (2) **APPROVING PAYMENT OF REAL ESTATE COMMISSION AND OTHER COSTS; AND**
- (3) **GRANTING RELATED RELIEF;**

**MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF LYNDA
T. BUI IN SUPPORT THEREOF**

**[Real Property located at:
45323 Zuma Drive, Temecula, CA 92597]**

Hearing Date:

Date: March 2, 2023

Time: 9:30 a.m.

Place: Courtroom 302

United States Bankruptcy Court
3420 Twelfth Street
Riverside, CA 92501

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1 **TO THE HONORABLE SCOTT H. YUN, UNITED STATES BANKRUPTCY JUDGE, THE**
2 **DEBTOR, THE OFFICE OF THE UNITED STATES TRUSTEE, AND OTHER PARTIES-**
3 **IN-INTEREST:**

4 Lynda T. Bui (“Trustee”), solely in her capacity as the Chapter 7 trustee for the bankruptcy
5 estate (“Estate”) of Marco Ceasar Trillo Rodriguez (“Debtor”), brings this Motion for Order: (1)
6 Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to
7 Bankruptcy Code §§ 363(b)(1) and (f), Subject to Overbids, Combined With Notice of Bidding
8 Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment
9 of Real Estate Commission and Other Costs; and (3) Granting Related Relief (“Sale Motion”), and
10 respectfully represents as follows:

11 **I. INTRODUCTION**

12 A year after the instant bankruptcy case was filed, the Trustee is finally able to bring this
13 Sale Motion for the only significant asset in this case. Although the Trustee promptly advised the
14 Debtor, through prior counsel, of her intention to administer the Property a year ago, she patiently
15 worked with prior counsel to no avail. Given the status of discussions with prior counsel, the Trustee
16 had no choice but to hire counsel to ensure the case progressed swiftly. Fortunately, the Debtor then
17 hired new counsel. Even with highly competent counsel on both sides, it took a few more months
18 before the Debtor and his non-filing spouse agreed to enter into the Occupancy Agreement (defined
19 below) so they could remain in the Property while the Trustee administered the Property. By the
20 time the marketing of the Property began, almost eleven (11) months after the Petition Date (defined
21 below), the real estate market had depreciated significantly, resulting in a loss of equity in the
22 Property of more than \$100,000. Notwithstanding, as provided below, there is still equity available
23 to justify administration of the Property for the benefit of creditors. Further, the Trustee represents
24 that she would be willing to reduce her statutory commission to ensure that there will be a
25 meaningful distribution to unsecured creditors.

26 The Trustee has received an offer from Justin Karasek and Theresa Karasek (collectively,
27 the “Buyer”) to purchase the single family residence located at 45323 Zuma Drive, Temecula,
28 California 92597 (“Property”) for \$599,900.00, subject to overbids. Through the sale, the Trustee

1 is expected to generate net proceeds of approximately \$46,961.92 for the benefit of the Estate and
2 its creditors. In the event the purchase price is increased by a successful overbid, the estimated net
3 proceeds will increase. If the sale is approved, the Estate will receive additional funds to provide
4 for a distribution to unsecured creditors. In summary, the Trustee believes that good cause exists to
5 grant the Sale Motion so the Trustee does not lose this favorable business opportunity.

6 Through this Sale Motion, the Trustee also requests turnover of the Property. Given the
7 history of delays, the eleventh hour low ball equity buy-back offers from the Debtor and his non-
8 filing spouse (separately), and the difficulties the Trustee's broker has had with showing the
9 Property, the Trustee is highly concerned that closing the sale of the Property will be difficult
10 without turnover relief. As such, as part of this Sale Motion and to avoid losing a favorable business
11 opportunity, the Trustee is requesting that the Court also authorize the turnover of the Property under
12 the terms as set forth below.

13 II. BACKGROUND

14 A. The Bankruptcy Case.

15 The Debtor filed a Chapter 7 bankruptcy petition on January 15, 2022 ("Petition Date"), in
16 the United States Bankruptcy Court, Central District of California, Case No. 6:22-bk-10148-SY.

17 The deadline for filing proofs of claim in this case was May 31, 2022. Government claims
18 were due by July 14, 2022. The Court's Claims Register indicates that there have been thirteen (3)
19 filed claims totaling \$293,996.46, consisting of priority unsecured claims totaling \$43,430.80 and
20 general unsecured claims totaling \$250,565.66.

21 B. The Property.

22 On his Amended Schedules A/B, C and D [docket 61], the Debtor lists his ownership interest
23 in the Property. The Debtor valued the entirety of Property at \$690,000.00, valued the portion of the
24 Property he owns at \$690,000.00, and claimed an exemption in the Property of \$170,350.00 under
25 Cal. Code Civ. Pro § 704.730 ("Homestead Exemption"). On his Amended Schedule D [docket 61]
26 the Debtor lists one unliquidated secured lien against the Property in the amount of \$339,642.00
27 ("Lender Lien") owed to JPMorgan Chase Bank, N.A. ("Secured Lender"). Attached as **Exhibit 1** to
28

1 the Declaration of Lynda T. Bui (“Bui Declaration”) are true and correct copies of the Debtor’s
2 Amended Schedules A/B, C and D [docket 61].

3 Pursuant to a Grant Deed recorded against the Property in the Official Records of the County
4 of Riverside, Doc # 2019-0195741, title in the Property is vested in the name of the Debtor and his
5 non-debtor spouse, Ms. Villacis Gonzalez, as follows: “Marco C. Trillo Rodriguez and Gladys M
6 Villacis Gonzalez, husband and wife as community property with right of survivorship.” The
7 Debtor, Ms. Villacis Gonzalez and their dependent(s) currently occupy the Property.

8 During this case, the Trustee, the Debtor and Ms. Villacis Gonzalez entered into a certain
9 Stipulation for Occupancy and Marketing of Real Property [docket 63] (“Occupancy Stipulation”)
10 which was approved by the Court pursuant to Order entered on November 1, 2022 [docket 68].
11 After some initial difficulties and, at best, ostensible cooperation, the Debtor and Ms. Villacis
12 Gonzalez are now cooperating with the Trustee and the Broker for the marketing of the Property.
13 As of the date of the filing of this Sale Motion, the Debtor and Ms. Villacis, other than failing to
14 pay the first installment of 2022 real property taxes due on December 12, 2022 in the amount of
15 \$2,847.37¹, are now complying with the terms and conditions of the Occupancy Stipulation.
16 Attached as **Exhibit 3** to the Bui Declaration is a true and correct copy of the Occupancy Stipulation
17 and the Order entered on November 1, 2022.

18 Attached as **Exhibit 4** to the Bui Declaration is a true and copy of a Preliminary Report for
19 the Property dated November 1, 2022 (“Title Report”) which details how title is vested for the
20 Property and the liens encumbering the Property.

21 The Title Report reflects a judgment lien in favor of CMRE Financial Services Inc.
22 (“CMRE”) and against Gladys M. Trillo-Villacis, the Debtor’s non-filing spouse, recorded on
23 February 4, 2015 in the amount of \$2,464.33 (“Judgment Lien”). The Trustee is advised by the
24 Debtor that the Judgment Lien has not been paid. The current amount due and owing on the
25 Judgment Lien will be paid as provided below.

26

27 ¹ The first installment of 2022 real property taxes was due on December 12, 2022. As of February 6, 2023, this
28 installment is appearing on the website for the Office of the Treasurer-Tax Collector, Riverside County, California, as
unpaid, with additional charges totaling \$284.68. Attached as **Exhibit 2** to the Bui Declaration is a true and correct
copy of the account information for the real property taxes for the Property as of February 6, 2023.

1 **C. Broker Employment, Marketing Efforts and Basis for Value of the Property.**

2 Upon the Trustee's Application² and pursuant to Court order entered on October 25, 2022,
3 the Trustee was authorized to employ BHHS / Berkshire Hathaway HomeServices California
4 Properties ("Broker") as her real estate broker to assist with the marketing of the Property for sale.

5 The Trustee's listing agreement with the Broker provides for a real estate commission to be
6 paid not to exceed six percent (6%) of the sale price. The Trustee, however, has requested a reduction
7 of the commission in order provide a more meaningful recovery for the Estate from the sale of the
8 Property. Specifically, subject to Court approval, the real estate broker commission shall not exceed
9 five percent (5%) of the purchase price, to be split between the Trustee's Broker and the Buyer's
10 Broker, Ivan Acosta of EXP Realty of CA, Inc.

11 Based on her preliminary analysis and communication with the Broker, the Trustee believed
12 that the Debtor undervalued the Property. The Broker advised that the Property may have an
13 approximate value between \$700,000.00 to \$750,000.00. The Broker believed the Property at the
14 time (September 2022) had a fair market value that supported a listing price of \$699,000.00. The
15 listing price was determined on comparable sales of similar properties in the area and the condition
16 of the Property.

17 The Broker sent out marketing materials through the mail, social media, the individual
18 agent's website, the Broker's website, and a separate website set up for the Property. Since
19 September 2022, the Broker has been contacted by an overwhelming number of potential agents
20 (62), been contacted five (5) buyers, and held ten (10) showings. However, only one offer was
21 received. The offer from the Buyer (defined below) is the result of negotiations between the Trustee
22 and the Buyer for the highest and best offer. The Buyer has released all contingencies before closing
23 escrow and accepting title to and possession of the Property.

24 The Estate does not have the funds to obtain a formal written appraisal for the estimated
25 value of the Property. The Broker is experienced in the sale of real property as well as property
26 valuations and is familiar with valuing real property in today's economic environment.

27 _____

28 ² On September 15, 2022, the Trustee filed an Application for an Order Authorizing Employment of BHHS / Berkshire
Hathaway HomeServices California Properties as Real Estate Broker ("Application") [docket 51].

1 The Trustee believes that the proposed sale, subject to overbids, will be at fair market value
2 because the market itself, not hypothetical appraisals of the market, are the best determinant of
3 value. Given that the sale is subject to overbids, it is anticipated the Trustee will receive the best
4 and highest value for the Property and the proposed sale price is fair and reasonable.

5 **D. Sale Information in Compliance with LBR 6004-1(c)(3)**

6 The following chart provides information on the sale in compliance with Local Bankruptcy
7 Rule (“LBR”) 6004-1(c)(3):

LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(A) Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: March 2, 2023 at 9:30 a.m. Hearing Place: U.S. Bankruptcy Court, Courtroom 302, 3420 Twelfth Street, Riverside, CA 92501
LBR 6004-1(c)(3)(B) Name and address of the proposed buyer:	Justin Karasek and Theresa Karasek (collectively “Buyer”), c/o Ivan Acosta; EXP Realty of CA, Inc.; 2603 Camino Ramon, Suite 200; San Ramon, CA 94583
LBR 6004-1(c)(3)(C) Description of the property to be sold:	Real property located at: 45323 Zuma Drive, Temecula, California 92597
LBR 6004-1(c)(3)(D) Terms and conditions of the proposed sale, including the price and all contingencies:	Buyer has offered \$599,900.00, subject to the Bidding Procedures. Buyer is paying all cash and is purchasing the Property “AS IS”, “WHERE-IS”, with no expressed or implied representations or warranties, being given by the Trustee, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property.
LBR 6004-1(c)(3)(E) Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	Liens impacting the Property are identified in the Title Report attached as Exhibit 4 annexed to the Motion. Pro-rata unpaid real property taxes will be paid. The Lender Lien in the approximate amount of \$333,244.90 and the Judgment Lien in the approximate amount of \$4,498.10 will be paid in full and said liens will be released.
LBR 6004-1(c)(3)(F) Whether the proposed sale is subject to higher and better bids:	The sale of the Property is subject to the Bidding Procedures set forth in the Sale Motion below.

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LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(G) Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	Purchase price of \$599,900.00, or an amount as increased by successful overbid. All costs of sale, including escrow fees and real estate commissions will be paid at closing and are estimated to total approximately \$41,993.00. The Estate and the Buyer will each pay their own escrow fees as is customary in the County where the Property is located. The Trustee estimates that after payment of the costs of sale, property taxes, payment to the Secured Lender and payment of the Judgment Lien, the net proceeds from the sale will be approximately \$46,961.92. The sale price and costs of sale are subject to the Bankruptcy Court approval.
LBR 6004-1(c)(3)(H) If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	The real estate broker commission shall not exceed five percent (5%) of the purchase price, to be split between the Trustee's Broker and the Buyer's Broker, Ivan Acosta of EXP Realty of CA, Inc.
LBR 6004-1(c)(3)(I) A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	Given that the Property had been the Debtor's residence, the Estate may be entitled to capital gains exclusions such that the Trustee does not expect to pay capital gains taxes on the sale.
LBR 6004-1(c)(3)(J) Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by February 16, 2023).

E. Terms of Sale

The Buyer has offered to purchase the Property for \$599,900.00, subject to overbids. Attached as **Exhibit 5** to the Bui Declaration is a true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions and related addendums (collectively the "Agreement"). Through the Sale Motion, the Trustee seeks a Court order authorizing the sale of the Property free and clear of liens, on an "as-is, where-is" condition with no representations or warranties, and subject to overbids.

F. Treatment of Liens and Encumbrances Through the Sale

All costs of sale, including escrow fees and real estate commissions will be paid at closing. In addition, the following chart sets forth the liens and encumbrances against the Property as detailed in the Title Report and the proposed treatment of such liens and encumbrances through the sale:

///

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owing</u>	<u>Treatment of Lien Through the Sale</u>
Riverside County Tax Collector	Real property taxes: 1) Unpaid 2022 secured property taxes in the amount of \$3,132.05 as of February 6, 2023; and 2) Second installment of 2022 assessment in the amount of \$2,847.37. ³	\$2,847.37	All outstanding and pro-rata real property taxes will be paid through escrow on the sale transaction.
JPMorgan Chase Bank, N.A.	First priority deed of trust recorded May 31, 2019, Instrument No. 2019-0195742	\$333,244.90 as of February 28, 2023. Payoff received after that date will be subject to additional interest of \$36.27 per day.	The Lender Lien will be paid in full through escrow on the sale transaction. Thus, this lien will be released, discharged and terminated at the close of escrow and the Lender Lien will not attach to the sale proceeds.
CMRE	Abstract of judgment recorded against Gladys M. Trillo-Villacis, the Debtor's non-filing spouse, on February 4, 2015, Instrument No. 2015-44240	\$4,502.76 as of March 2, 2023. Payoff after this date will be subject to additional interest of \$0.675 per day.	The Judgment Lien will be paid in full through escrow on the sale transaction. Thus, this lien will be released, discharged and terminated at the close of escrow and the Judgment Lien will not attach to the sale proceeds.

G. Approval of the Bidding Procedures.

The Trustee has determined that it would benefit the Estate to permit all interested parties to receive information and bid for the Property instead of selling the Property to the Buyers on an exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the creditors of this Estate, the Trustee is utilizing and also seeks Court approval of the following bidding procedures (“Bidding Procedures”):

1. Potential bidders must bid an initial amount of at least \$5,000.00 over the Purchase Price, or \$604,900.00. Minimum bid increments thereafter shall be \$1,000.00. The Trustee shall have sole discretion in determining which overbid is the best for the Estate and will seek approval from the Court of the same.

2. Bids must be in writing and be received by the Trustee or her counsel, Rika M. Kido, on or before **5:00 p.m. (California time) on February 23, 2023 (seven days prior to the hearing**

³ Second installment for 2022 tax year is due on April 10, 2023.

1 **on this Sale Motion).** Bids must be accompanied by certified funds in an amount equal to three
2 percent (3%) of the overbid purchase price.

3 3. The bidder must also provide evidence of having sufficient specifically committed
4 funds to complete the transaction or a lending commitment for the bid amount and such other
5 documentation relevant to the bidder's ability to qualify as the purchaser of Property and ability to
6 close the sale and immediately and unconditionally pay the winning bid purchase price at closing.

7 4. The bidder must seek to acquire the Property on terms and conditions not less
8 favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the
9 Property as set forth in the Agreement with the Buyer including no contingencies and closing on the
10 sale in the same time parameters as the Buyer.

11 5. All competing bids must acknowledge that the Property is being sold on an "AS IS"
12 basis without warranties of any kind, expressed or implied, being given by the Seller, concerning
13 the condition of the Property or the quality of the title thereto, or any other matters relating to the
14 Property. The competing bid buyer must represent and warrant that he/she is purchasing the
15 Property as a result of their own investigations and are not buying the Property pursuant to any
16 representation made by any broker, agent, accountant, attorney or employee acting at the direction,
17 or on the behalf of the Seller. The competing bidder must acknowledge that he/she has inspected
18 the Property, and upon closing of Escrow governed by the Agreement, the Buyer forever waives,
19 for himself/herself, their heirs, successors and assigns, all claims against the Debtors, their attorneys,
20 agents and employees, the Debtor's Estate, Lynda T. Bui as Trustee and individually, and the law
21 firm of which she is associated, Shulman Bastian Friedman & Bui LLP, her agents and employees,
22 arising or which might otherwise arise in the future concerning the Property.

23 6. If overbids are received, the final bidding round shall be held at the hearing on the
24 Sale Motion (**March 2, 2023 at 9:30 a.m., California Time, at the U.S. Bankruptcy Court,**
25 **Courtroom 302, 3420 Twelfth Street, Riverside, California 92501**), or if rescheduled, upon
26 telephonic notice to the Buyer and the parties having submitted overbids in order to allow all
27 potential bidders the opportunity to overbid and purchase the Property. At the final bidding round,
28 the Trustee in the exercise of her business judgment and subject to Court approval, accept the bidder
who has made the highest and best offer to purchase the Property, consistent with the Bidding
Procedures ("Successful Bidder").

7. At the hearing on the Sale Motion, the Trustee will seek entry of an order, *inter alia*,
authorizing and approving the sale of the Property to the Successful Bidder. The hearing on the
Sale Motion may be adjourned or rescheduled without notice other than by an announcement of the
adjourned date at the hearing on the Sale Motion.

8. In the event the Successful Bidder fails to close on the sale of the Property within the
time parameters approved by the Court, the Trustee shall retain the Successful Bidder's Deposit and
will be released from the obligation to sell the Property to the Successful Bidder and the Trustee
may then sell the Property to the First Back-Up Bidder approved by the Court.

9. In the event First Back-Up Bidder fails to close on the sale of the Property within the
time parameters approved by the Court, the Trustee shall retain the First Back-Up Bidder's Deposit
and will be released from his obligation to sell the Property to the First Back-Up Bidder and the
Trustee may then sell the Property to the Second Back-Up Bidder approved by the Court.

The Bidding Procedures will be provided to all creditors and any potential bidders or parties
who have shown an interest in the Property. A Notice of Sale of Estate Property will be filed with
the Court for posting on the Court's website under the link "Current Notices of Sales", which affords

1 notice to additional potential interested parties. The Broker will update the Multiple Listing Service
2 to reflect the Bidding Procedures. Based on this, the Trustee believes that under the circumstances
3 of this case, the Property will have been appropriately marketed for bidding.

4 **H. Costs of the Sale**

5 Pursuant to an agreement with the Broker, a real estate commission of five percent (5%) of
6 the purchase price will be paid, subject to Court approval. The Trustee seeks authorization to pay a
7 real estate broker commission in the amount of \$29,995.00⁴ to be split as follows:

8 Trustee's Broker	2.5% (or \$14,997.50)
9 Buyer's Broker, EXP Realty of CA, Inc.	2.5% (or \$14,997.50)
10 Total Commission	5% (or \$29,995.00)

11 Escrow fees shall be split between Buyer and the Estate in the manner customary in the
12 County where the Property is located (Riverside County, California).

13 **I. Tax Consequences**

14 The Trustee believes there will be no capital gains taxes from the sale because she is
15 informed that the Property was the Debtor's primary residence, having resided there two of the last
16 five years. Based on this, the Estate may be entitled to capital gains exclusions on the sale. In the
17 event that there is any tax liability generated from the sale of the Estate's interest in the Property
18 that is a liability of the Estate, it is anticipated that such taxes will be minimal and will be paid from
19 the proceeds of the sale.

20 **III. ARGUMENT⁵**

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

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

25 _____
26
27 ⁴ The total amount of real estate broker's commission will increase if the purchase price for the Property is increased
by a successful overbid; but in no event will exceed 5% of the purchase price.

28 ⁵ Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and authorities be
filed in support of the Motion, the Trustee is nevertheless submitting one.

1 (a) The trustee shall—

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

4 (2) be accountable for all property received;

5 11 U.S.C. § 704(a).

6 Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. §
7 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale
8 and the sale is in the best interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830,
9 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case,
10 the sale is anticipated to net the Estate approximately \$46,961.92 as follows (amounts are
11 estimated):

Sale Price (or an amount as increased by overbid)	\$599,900.00
Less costs of sale, including real estate commission (estimated at 7%)	(\$41,993.00)
Less property taxes (pro-rata) (estimated)	(\$5,979.42)
Less payoff on the Secured Lien (estimated)	(\$333,244.90)
Less payoff on the Judgment Lien (estimated)	(\$4,502.76)
Less Homestead Exemption ⁶	(\$167,218.00)
Estimated net sale proceeds	\$46,961.92

18
19 The Trustee believes that from the net sale proceeds she will be able to make a meaningful
20 distribution to unsecured creditors in this case. If the Sale Motion is not approved, then there will
21 be a substantial loss to the Estate. In such event, the Estate will not receive any benefit from the
22 Property.

23
24 ⁶ Pursuant to paragraph 1.c. of the Occupancy Agreement, the Debtor and Ms. Villacis Gonzalez agreed to timely pay
25 any and all property taxes associated with the Property. Paragraph 3 of the Occupancy Agreement provides that “[i]f
26 the Trustee is required to arrange for insurance on the Property and/or if the Trustee is required to pay for any Property
27 Expenses while the Debtor and Ms. Villacis Gonzalez occupy the Property, the Trustee is *authorized to deduct and*
28 *retain as reimbursement to the Estate the amount of any insurance premiums or other Property Expenses from any*
applicable Homestead Exemption funds due and owing to the Debtor upon closing of the sale of the Property.”
Accordingly, as consented to by the Debtor and Ms. Villacis Gonzalez in the Occupancy Agreement, the payment for
the unpaid 2022 secured property taxes in the amount of \$3,132.05 will be deducted from the applicable Homestead
Exemption funds (or \$170,350.00), due and owing to the Debtor upon closing of the sale of the Property, resulting in
payment to the Debtor in the amount of \$167,218.00.

1 Furthermore, the Trustee believes that the proposed sale, subject to overbids, will be at fair
2 market value because it is the best offer the Estate has received thus far for the Property after the
3 inspection date. Given that the sale is subject to overbids, it is anticipated the Trustee will receive
4 the best and highest value for the Property and therefore the proposed sale price of the Property is
5 fair and reasonable.

6 Therefore, the Trustee respectfully submits that, if this Court applies the good business
7 reason standard suggested by the Second Circuit in *Lionel*, the sale should be approved.

8 **B. The Proposed Sale Should be Allowed Free and Clear of Liens.**

9 Bankruptcy Code Section 363(f) allows a trustee to sell property of the bankruptcy estate
10 “free and clear of any interest in such property of an entity,” if any one of the following five
11 conditions is met:

- 12 (1) applicable non-bankruptcy law permits a sale of such property free and
13 clear of such interest;
- 14 (2) such entity consents;
- 15 (3) such interest is a lien and the price at which such property is to be sold
is greater than the aggregate value of all liens on such property;
- 16 (4) such interest is in bona fide dispute; or
- 17 (5) such entity could be compelled, in a legal or equitable proceeding, to
18 accept money satisfaction of such interest.

19 11 U.S.C. § 363(f). Section 363(f) is written in the disjunctive and thus only one of the enumerated
20 conditions needs to be satisfied for Court approval to be appropriate. The Trustee proposes to sell
21 under sections 363(f)(2), 363(f)(3) and 363(f)(4).

22 **1. Section 363(f)(2) – Consent.**

23 The sale of the Property is proper pursuant to Section 363(f)(2). With respect to secured real
24 property tax, the Lender Lien and the Judgment Lien, each will be paid through escrow on the sale
25 in the full amount asserted owing by the lienholders. Based on their consent to the sale, the Trustee
26 will have satisfied Section 363(f)(2).

27 ///

28 ///

1 **2. Section 363(f)(3) – Price Greater than Value.**

2 The sale of the Property is proper pursuant to Section 363(f)(3). The sale price is for a sum
3 that is greater than the aggregate value of the non-disputed liens listed in the Title Report.

4 **3. Section 363(f)(4) – Bona Fide Dispute.**

5 A bona fide dispute has been defined by *In re Atwood*, 124 B.R. 402 (Bankr. S.D. Ga. 1991)
6 as a “genuine issue of material fact that bears upon the debtor’s liability, or meritorious contention
7 as to the application of law to undisputed facts.” *Id.* at 407. In *In re Milford Group, Inc.*, 150 B.R.
8 904 (Bankr. M.D. Pa. 1992), the court stated it need not resolve a bona fide dispute, but must
9 determine whether the issues presented are genuine as to the existence of a bona fide dispute. In
10 doing so, the court in *Milford* found that the debtor had met its burden to establish cause for the
11 court to allow for the sale of the property, free and clear of liens. Requiring resolution of those issues
12 before the sale of the Property may likely take substantial time, effort and expense by the parties.

13 Out of an abundance of caution, to the extent there are unresolved liens at closing, the Trustee
14 proposes to sell under section 363(f)(4), as unresolved liens and interests against the Property, if
15 any, will be disputed by the Trustee and shall attach to the sale proceeds with the same force, effect,
16 validity, and priority as such liens or interests had with respect to the Property prior to the sale.

17 **C. Request for Payment of Real Estate Commission to Broker.**

18 Section 328 of the Bankruptcy Code allows employment of a professional person under
19 Section 327 “on any reasonable terms and conditions of employment, including on a retainer, on an
20 hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).
21 Through this Sale Motion, the Trustee seeks authorization to pay a real estate broker commission in
22 the amount of five percent (5%) of the purchase price (or \$29,995.00) to be split between the
23 Trustee’s Broker and the Buyer’s broker, EXP Realty of CA, Inc.

24 **D. The Court Has the Authority to Approve the Bidding Procedures.**

25 Implementing the Bidding Procedures is an action outside of the ordinary course of the
26 business. Section 363(b)(1) of the Bankruptcy Code provides that a trustee “after notice and hearing,
27 may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11
28 U.S.C. § 363(b)(1). Furthermore, under Bankruptcy Code Section 105(a), “[t]he court may issue

1 any order, process, or judgment that is necessary or appropriate to carry out the provisions of this
2 title.” 11 U.S.C. § 105(a). Thus, pursuant to Sections 363(b)(1) and 105(a) of the Bankruptcy Code,
3 this Court may approve the Bidding Procedures, which will assist the Trustee to obtain the best
4 possible price on the best possible terms for the Property.

5 **E. The Court Has the Authority to Waive the Fourteen-Day Stay of Sale.**

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

12 **F. The Court Has the Authority to Find That the Buyer is a Good Faith Purchaser.**

13 The Trustee requests a determination that the Buyer is a good faith purchaser pursuant to 11
14 U.S.C. § 363(m). There is broad authority for this Court to find that the Buyer is a good faith
15 purchaser where the Court has evidence of a purchaser’s good faith and that the purchase is for
16 value. *In re Ewell*, 958 F.2d 276, 281 (9th Cir. 1992). Here, the Buyer has no relation to the Trustee
17 or the Debtor and is not a creditor of the bankruptcy estate. The Sale is an arm’s length transaction
18 and there is no allegation or evidence that the Buyer has engaged in fraud, collusion, or attempted
19 to take grossly unfair advantage of other bidders. Moreover, the Property has been marketed to the
20 public for a period of several months and the Sale is subject to overbidding at the hearing on this
21 Motion.

22 **G. The Debtor is Required to Turn Over all Assets of the Bankruptcy Estate.**

23 Bankruptcy Code Section 542(a) provides that:

24 Except as provided in subsection (c) or (d) of this section, an entity other than a
25 custodian, in possession, custody, or control during the case, of property that the
26 trustee may use, sell, or lease under section 363 of this title, or that the debtor may
27 exempt under section 522 of this title, shall deliver to the trustee, and account for,
such property or the value of such property, unless such property is of
inconsequential value or benefit to the estate.

28 11 U.S.C. § 542(a) (emphasis added).

1 The following must be established in order for the Trustee to prevail in a turnover action:
2 (1) that the asset in question is property of the debtor's bankruptcy estate; and (2) that the Trustee
3 is entitled to use, sell, or lease the assets. See, *In re Sherry & O'Leary, Inc.*, 148 B.R. 248, 256
4 (Bankr. W.D. Pa. 1992); see also, *In re Weiss-Wolf, Inc.*, 60 B.R. 969, 975 (Bankr. S.D.N.Y. 1986).

5 Although provided in the Occupancy Stipulation, out of an abundance of caution, the Trustee
6 is requesting turnover of the Property, so that the Trustee may close on the sale of the Property. The
7 Property is property of the Estate pursuant to Section 541(a) of the Bankruptcy Code and is property
8 that the Trustee may sell (as requested in this Sale Motion). Accordingly, the Trustee requests that
9 the order approving the sale provides that the Debtor, Ms. Villacis Gonzalez and any other occupants
10 of the Property are to vacate and leave the Property, removing all exempt personal property **except**
11 **fixtures** and leave the Property in broom clean condition, no later than seven (7) days after the entry
12 of an order by the Court authorizing the sale of the Property and in accordance with the terms of the
13 Occupancy Stipulation. In the event the Debtor, Ms. Villacis Gonzalez or any occupants of the
14 Property fail to immediately vacate, the Trustee shall be entitled to the issuance of a writ of
15 possession for the Property and the United States Marshal or other appropriate law enforcement
16 officer may enforce such writ.

17 **IV. CONCLUSION**

18 Based on the reasons set forth above, the Trustee respectfully request submits that good
19 cause exists for granting the Sale Motion and requests that the Court enter an order as follows:

- 20 1. Approving the Bidding Procedures set forth above for the sale of the Property.
- 21 2. Authorizing the Trustee to sell the Property on an as-is, where-is basis, without any
22 warranties or representations, to the Buyer (or Successful Bidder) pursuant to the terms and
23 conditions as set form in the Agreement attached as **Exhibit 5** to the Bui Declaration.
- 24 3. Authorizing the sale of the Property free and clear of liens, with liens not satisfied
25 through the sale to attach to the sale proceeds in the same validity and priority as prior to the closing
26 of the sale.

27 ///

28 ///

1 4. Authorizing the Trustee to sign any and all documents convenient and necessary in
2 pursuit of the sale, including but not limited to any and all conveyances contemplated by the
3 Agreement attached as **Exhibit 5** to the Bui Declaration.

4 5. Approving the payment of the real estate commission not to exceed five percent (5%)
5 to be split between the Trustee's Broker and the Buyer's broker, EXP Realty of CA, Inc.

6 6. Authorizing the Trustee to pay the following from the sale proceeds through escrow
7 on the sale of the Property: (i) all real property taxes, (ii) all amounts owed on the Lender Lien and
8 the Judgment Lien, and (iii) escrow fees and other costs of sale to be split between the Buyer and
9 the Estate in the manner customary in Riverside County, California.

10 7. Determining that the Buyer is in good faith pursuant to 11 U.S.C. § 363(m).

11 8. Waiving the fourteen day stay of the order approving the sale of the Property under
12 Federal Rules of Bankruptcy Procedure 6004(h).

13 9. So that the Trustee may close on the sale of the Property, ordering that (i) the Debtor,
14 Ms. Villacis Gonzalez, and any other occupants of the Property are to vacate and leave the Property,
15 removing all exempt personal property **except fixtures** and leave the Property in broom clean
16 condition, no later than seven (7) days after the entry of an order by the Court authorizing the sale
17 of the Property and in accordance with the terms of the Occupancy Stipulation; (ii) in the event the
18 Debtor, Ms. Villacis Gonzalez or any occupants of the Property fail to vacate the Property, the
19 Trustee shall be entitled to issuance of a writ of possession for the Property; and (iii) the United
20 States Marshal or other appropriate law enforcement officer may enforce such writ.

21 10. Authorizing the Trustee to pay the Debtor his Homestead Exemption⁷ against the
22 Property.

23 _____
24 ⁷ Pursuant to paragraph 1.c. of the Occupancy Agreement, the Debtor and Ms. Villacis Gonzalez agreed to timely pay
25 any and all property taxes associated with the Property. Paragraph 3 of the Occupancy Agreement provides that "[i]f
26 the Trustee is required to arrange for insurance on the Property and/or if the Trustee is required to pay for any Property
27 Expenses while the Debtor and Ms. Villacis Gonzalez occupy the Property, the Trustee is **authorized to deduct and**
28 **retain as reimbursement to the Estate the amount of any insurance premiums or other Property Expenses from any**
applicable Homestead Exemption funds due and owing to the Debtor upon closing of the sale of the Property."
Accordingly, as consented to by the Debtor and Ms. Villacis Gonzalez in the Occupancy Agreement, the payment for
the unpaid 2022 secured property taxes in the amount of \$3,132.05 will be deducted from the applicable Homestead
Exemption funds (or \$170,350.00), due and owing to the Debtor upon closing of the sale of the Property, resulting in
payment to the Debtor in the amount of \$167,218.00.

1 11. For such other and further relief as the Court deems just and proper under the
2 circumstances of this case.

3
4 Respectfully submitted,

5 Dated: February 9, 2023

SHULMAN BASTIAN FRIEDMAN & BUI LLP

6 */s/ Rika M. Kido*

7

Leonard M. Shulman

Rika M. Kido

8 Attorneys for Lynda T. Bui, Chapter 7 Trustee
9 for the bankruptcy estate of *In re Marco Ceasar*
10 *Trillo Rodriguez*, Case No. 6:22-bk-10148-SY

DECLARATION OF LYNDA T. BUI

I, Lynda T. Bui, declare and state as follows:

1. I am the duly appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate of Marco Ceasar Trillo Rodriguez (“Debtor”). I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto, except where matters are stated on information and belief, in which case I am informed and believe that the facts so stated are true and correct.

2. I am familiar with the Debtor’s bankruptcy case and make this Declaration in support of my *Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and (f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Other Costs; and (3) Granting Related Relief* (“Sale Motion”). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. I have read and I am aware of the contents of the Sale Motion and the accompanying Memorandum of Points and Authorities. The facts stated in the Sale Motion and the Memorandum of Points and Authorities are true to the best of my knowledge.

4. Attached here as **Exhibit 1** are true and correct copies of the Debtor’s Amended Schedules A/B and C and Schedule D.

5. During this case, I entered into a Stipulation for Occupancy and Marketing of Real Property [docket 63] (“Occupancy Stipulation”) with the Debtor and Ms. Villacis Gonzalez which was approved by the Court pursuant to Order entered on November 1, 2022 [docket 68]. After some initial difficulties and, at best, ostensible cooperation, the Debtor and Ms. Villacis Gonzalez are now cooperating with the Broker and I for the marketing of the Property. As of the date of the filing of this Sale Motion, the Debtor and Ms. Villacis, other than failing to pay the first installment of 2022 real property taxes due on December 12, 2022 in the amount of \$2,847.37⁸, are now complying with

⁸ The first installment of 2022 real property taxes was due on December 12, 2022. As of February 6, 2023, this installment is appearing on the website for the Office of the Treasurer-Tax Collector, Riverside County, California, as

1 the terms and conditions of the Occupancy Stipulation. Attached hereto as **Exhibit 3** is a true and
2 correct copy of the Occupancy Stipulation and the Order entered on November 1, 2022.

3 6. Attached here as **Exhibit 4** is true and copy of the Preliminary Report for the Property
4 dated November 1, 2022 (“Title Report”).

5 7. The Title Report reflects a judgment lien in favor of CMRE Financial Services Inc.
6 (“CMRE”) and against Gladys M. Trillo-Villacis, the Debtor’s non-filing spouse, recorded on
7 February 4, 2015 in the amount of \$2,464.33 (“Judgment Lien”). I am advised by the Debtor that
8 the Judgment Lien has not been paid. The current amount due and owing on the Judgment Lien will
9 be paid as provided below.

10 8. On September 15, 2022, I filed an Application for an Order Authorizing Employment
11 of BHHS / Berkshire Hathaway HomeServices California Properties as Real Estate Broker
12 (“Application”) [docket 51]. Pursuant to Court order entered on October 25, 2022, I was authorized
13 to employ BHHS / Berkshire Hathaway HomeServices California Properties (“Broker”) as my real
14 estate broker to assist with the marketing of the Property for sale.

15 9. The listing agreement with the Broker provides for a real estate commission to be
16 paid not to exceed six percent (6%) of the sale price. I have requested a reduction of the commission
17 in order provide a more meaningful recovery for the Estate from the sale of the Property.
18 Specifically, subject to Court approval, the real estate broker commission shall not exceed five
19 percent (5%) of the purchase price, to be split between the Broker and the Buyer’s Broker, Ivan
20 Acosta of EXP Realty of CA, Inc.

21 10. Based on my preliminary analysis and communication with the Broker, I believed
22 that the Debtor undervalued the Property. The Broker advised me that the Property may have an
23 approximate value between \$700,000.00 to \$750,000.00. The Broker believed the Property at the
24 time (September 2022) had a fair market value that supported a listing price of \$699,000.00. The
25 listing price was determined on comparable sales of similar properties in the area and the condition
26 of the Property.

27
28 unpaid, with additional charges totaling \$284.68. Attached hereto as **Exhibit 2** is a true and correct copy of the account
information for the real property taxes for the Property as of February 6, 2023.

1 11. I am informed that the Broker sent out marketing materials through the mail, social
2 media, the individual agent's website, the Broker's website, and a separate website set up for the
3 Property. Since September 2022, the Broker has advised me that she has been contacted by an
4 overwhelming number of potential agents (62) and five (5) buyers and held ten (10) showings.
5 However, only one offer was received. The offer from the Buyer (defined below) is the result of
6 negotiations between me and the Buyer for the highest and best offer. The Buyer has also released
7 all contingencies before closing escrow and accepting title to and possession of the Property.

8 12. The Estate does not have the funds to obtain a formal written appraisal for the
9 estimated value of the Property. The Broker is experienced in the sale of real property as well as
10 property valuations and is familiar with valuing real property in today's economic environment.

11 13. Through my Broker, I received an offer from Justin Karasek and Theresa Karasek
12 (collectively "Buyer") to purchase the Property for \$599,900.00, subject to overbids. Attached here
13 as **Exhibit 5** is a true and correct copy of the Residential Purchase Agreement and Joint Escrow
14 Instructions and related addendums. The Buyer's offer is the result of negotiations with the Buyer
15 for the highest and best offer.

16 14. The offer from the Buyer is the only offer received for the Property. I believe that
17 the proposed sale, subject to overbids, will be at fair market value because the market itself, not
18 hypothetical appraisals of the market, are the best determinant of value. Given that the sale is subject
19 to overbids, it is anticipated the Estate will receive the best and highest value for the Property and
20 the proposed sale price is fair and reasonable.

21 15. I believe there will be no capital gains taxes from the sale because I am informed that
22 the Property was the Debtor's primary residence, having resided there two of the last five years.
23 Based on this, the Estate may be entitled to capital gains exclusions on the sale. In the event that
24 there is any tax liability generated from the sale of the Estate's interest in the Property that is a
25 liability of the Estate, it is anticipated that such taxes will be minimal and will be paid from the
26 proceeds of the sale.

27 ///

28 ///

Exhibit 1

Amended Schedules A/B and C and Schedule D

Fill in this information to identify your case and this filing:

Debtor 1 **Marco Ceasar Trillo Rodriguez**
 First Name Middle Name Last Name

Debtor 2
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number 6:22-bk-10148-SY

Check if this is an amended filing

Official Form 106A/B
Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

1.1
45323 Zuma Drive
 Street address, if available, or other description

Temecula CA 92592-0000
 City State ZIP Code

Riverside
 County

What is the property? Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other _____

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
\$690,000.00	\$690,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.
Fee simple

Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number:

Debtor's residence: 4 bedroom/2.5 bath, 1490 square feet, built in 1991. LIQUIDATION ANALYSIS: comp. value - \$690,000, est. costs of sale (8%) - \$55,200, = FMV of Debtor's interest - \$634,800, est. trustee fee - \$10,500, 1st mortgage - \$339,642, exemption - \$170,350, net equity - \$114,308

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$690,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Debtor 1 **Marco Ceasar Trillo Rodriguez**

Case number (if known) **6:22-bk-10148-SY**

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- No
 Yes

3.1 Make: **Toyota**
 Model: **Corolla**
 Year: **2016**
 Approximate mileage: **120,000**
 Other information:

(Debtor holds bare legal title only. Debtor has never paid or contributed to purchase of vehicle. In Debtor's Father's possession, FMV: \$5,000)

Who has an interest in the property? Check one

- Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **\$5,000.00** Current value of the portion you own? **\$5,000.00**

3.2 Make: **Toyota**
 Model: **Prius**
 Year: **2015**
 Approximate mileage: **180,000**
 Other information:

(Debtor holds bare legal title only. Debtor never paid or contributed to purchase of vehicle. In Debtor's sister's possession. Vehicle in Debtor's non-filing spouse's name only. Secured claim amount: \$10,199.48, FMV: \$7,000)

Who has an interest in the property? Check one

- Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **\$0.00** Current value of the portion you own? **\$0.00**

3.3 Make: **Mercedes-Benz**
 Model: **MB Sprinter 2500 Cargo**
 Year: **2019**
 Approximate mileage: **50,000**
 Other information:

(Vehicle in Debtor's non-filing spouse's name only. Secured claim amount: \$32,422, FMV: \$30,000)

Who has an interest in the property? Check one

- Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **\$0.00** Current value of the portion you own? **\$0.00**

3.4 Make: **Tesla**
 Model: **Model Y**
 Year: **2021**
 Approximate mileage: **25,000**
 Other information:

(Vehicle in Debtor's non-filing spouse's name only. Secured claim amount: \$57,562.46, FMV: \$50,000)

Who has an interest in the property? Check one

- Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **\$0.00** Current value of the portion you own? **\$0.00**

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
 Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No
 Yes

Debtor 1 Marco Ceasar Trillo Rodriguez

Case number (if known) 6:22-bk-10148-SY

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$5,000.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

- No
 Yes. Describe.....

Household goods and furnishings (no single item worth more than \$800 FMV)

\$1,500.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- No
 Yes. Describe.....

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- No
 Yes. Describe.....

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- No
 Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- No
 Yes. Describe.....

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- No
 Yes. Describe.....

Wearing apparel

\$250.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- No
 Yes. Describe.....

Miscellaneous jewelry

\$500.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

- No
 Yes. Describe.....

14. Any other personal and household items you did not already list, including any health aids you did not list

- No

Debtor 1 **Marco Ceasar Trillo Rodriguez**

Case number (if known) **6:22-bk-10148-SY**

Yes. Give specific information.....

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$2,250.00

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

No
 Yes.....

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

No
 Yes.....

Institution name:

17.1.	Joint checking account	Wells Fargo Bank - 6879 (Joint with non-filing spouse)	\$3,719.11
17.2.	Joint checking account	Wells Fargo Bank - 4763 (Joint with non-filing spouse)	\$6,351.58
17.3.	Joint savings account	Wells Fargo Bank - 0983 (Joint with non-filing spouse)	\$25.00
17.4.	Separate checking account	Bank of America - 6510 (Non-filing spouse's account)	\$0.00
17.5.	Separate checking account	Bank of America - 0936 (Non-filing spouse's account)	\$0.00

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

No
 Yes..... Institution or issuer name:

	Robinhood - 6953 (Non-filing spouse's separate property account. Proceeds derived from the sale of her separate property residence purchased with her deceased spouse, prior to her marriage to Debtor)		\$1,669.62
	Robinhood - 7799		\$3,180.40
	Stash Investments		\$243.70
	Acorns Investments		\$334.23

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

No

Debtor 1 Marco Ceasar Trillo Rodriguez Case number (if known) 6:22-bk-10148-SY

Yes. Give specific information about them.....
 Name of entity: _____ % of ownership: _____

20. **Government and corporate bonds and other negotiable and non-negotiable instruments**
Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

No
 Yes. Give specific information about them
 Issuer name: _____

21. **Retirement or pension accounts**
Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

<input type="checkbox"/> No		
<input checked="" type="checkbox"/> Yes. List each account separately.	Type of account:	Institution name:
	ROTH IRA	Fidelity Investments - 2710
		\$9,519.00
	ROTH IRA	Fidelity Investments - 4809
		\$6,000.00

22. **Security deposits and prepayments**
 Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

No
 Yes. Institution name or individual: _____

23. **Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)

No
 Yes..... Issuer name and description. _____

24. **Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**
 26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

No
 Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c): _____

25. **Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**

No
 Yes. Give specific information about them... _____

26. **Patents, copyrights, trademarks, trade secrets, and other intellectual property**
Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

No
 Yes. Give specific information about them... _____

27. **Licenses, franchises, and other general intangibles**
Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

No
 Yes. Give specific information about them... _____

Money or property owed to you?	Current value of the portion you own? Do not deduct secured claims or exemptions.

28. **Tax refunds owed to you**
 No
 Yes. Give specific information about them, including whether you already filed the returns and the tax years..... _____

Filed/pending receipt tax refund (IRS) for 2021 - \$11,667.00	Federal	\$11,667.00
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Debtor 1 Marco Ceasar Trillo Rodriguez

Case number (if known) 6:22-bk-10148-SY

Filed/pending receipt tax refund (IRS) for
 2020 - \$7,968.00

Federal

\$7,968.00

Filed/pending receipt tax refund (FTB) for
 2020

State

\$82.00

29. **Family support**

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
 Yes. Give specific information.....

30. **Other amounts someone owes you**

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
 Yes. Give specific information..

31. **Interests in insurance policies**

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- No
 Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund
 value:

32. **Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No
 Yes. Give specific information..

33. **Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**

Examples: Accidents, employment disputes, insurance claims, or rights to sue

- No
 Yes. Describe each claim.....

34. **Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**

- No
 Yes. Describe each claim.....

35. **Any financial assets you did not already list**

- No
 Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$50,759.64

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

- No. Go to Part 6.
 Yes. Go to line 38.

Current value of the
 portion you own?
 Do not deduct secured
 claims or exemptions.

Debtor 1 **Marco Ceasar Trillo Rodriguez**

Case number (if known) **6:22-bk-10148-SY**

38. Accounts receivable or commissions you already earned

- No
- Yes. Describe.....

39. Office equipment, furnishings, and supplies

Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices

- No
- Yes. Describe.....

40. Machinery, fixtures, equipment, supplies you use in business, and tools of your trade

- No
- Yes. Describe.....

Miscellaneous work tools

\$1,250.00

41. Inventory

- No
- Yes. Describe.....

42. Interests in partnerships or joint ventures

- No
- Yes. Give specific information about them.....
Name of entity:

% of ownership:

43. Customer lists, mailing lists, or other compilations

- No.
- Do your lists include personally identifiable information (as defined in 11 U.S.C. § 101(41A))?

 No
 Yes. Describe.....

44. Any business-related property you did not already list

- No
- Yes. Give specific information.....

45. Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here.....

\$1,250.00

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In. If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

- No. Go to Part 7.
- Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

- No
- Yes. Give specific information.....

Debtor 1 Marco Ceasar Trillo Rodriguez

Case number (if known) 6:22-bk-10148-SY

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Part 8: List the Totals of Each Part of this Form

55.	Part 1: Total real estate, line 2			\$690,000.00
56.	Part 2: Total vehicles, line 5	\$5,000.00		
57.	Part 3: Total personal and household items, line 15	\$2,250.00		
58.	Part 4: Total financial assets, line 36	\$50,759.64		
59.	Part 5: Total business-related property, line 45	\$1,250.00		
60.	Part 6: Total farm- and fishing-related property, line 52	\$0.00		
61.	Part 7: Total other property not listed, line 54	\$0.00	+	
62.	Total personal property. Add lines 56 through 61...	\$59,259.64		Copy personal property total \$59,259.64
63.	Total of all property on Schedule A/B. Add line 55 + line 62			\$749,259.64

Debtor 1 **Marco Ceasar Trillo Rodriguez** Case number (if known) **6:22-bk-10148-SY**

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Joint checking account: Wells Fargo Bank - 6879 (Joint with non-filing spouse) Line from Schedule A/B: 17.1	<u>\$3,719.11</u>	<input checked="" type="checkbox"/> <u>\$3,719.11</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.225
Joint checking account: Wells Fargo Bank - 4763 (Joint with non-filing spouse) Line from Schedule A/B: 17.2	<u>\$6,351.58</u>	<input checked="" type="checkbox"/> <u>\$1,826.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.220
Joint checking account: Wells Fargo Bank - 4763 (Joint with non-filing spouse) Line from Schedule A/B: 17.2	<u>\$6,351.58</u>	<input checked="" type="checkbox"/> <u>\$4,525.58</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.225
Joint savings account: Wells Fargo Bank - 0983 (Joint with non-filing spouse) Line from Schedule A/B: 17.3	<u>\$25.00</u>	<input checked="" type="checkbox"/> <u>\$25.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.225
Miscellaneous work tools Line from Schedule A/B: 40.1	<u>\$1,250.00</u>	<input checked="" type="checkbox"/> <u>\$1,250.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.060

3. Are you claiming a homestead exemption of more than \$189,050?
 (Subject to adjustment on 4/01/25 and every 3 years after that for cases filed on or after the date of adjustment.)
- No
 - Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
 - No
 - Yes

Fill in this information to identify your case:

Debtor 1 Marco Cesar Trillo Rodriguez
 First Name Middle Name Last Name

Debtor 2 _____
 (Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number 6:22-bk-10148-SY
 (if known)

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?
- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

2.1 JPMorgan Chase Bank, N.A.*
 Creditor's Name

Attn: James Dimon, CEO
1111 Polaris Parkway
Columbus, OH 43240
 Number, Street, City, State & Zip Code

Describe the property that secures the claim:
45323 Zuma Drive Temecula, CA 92592

Column A	Column B	Column C
Amount of claim Do not deduct the value of collateral.	Value of collateral that supports this claim	Unsecured portion If any
\$339,642.00	\$690,000.00	\$0.00

- As of the date you file, the claim is: Check all that apply.
- Contingent
 Unliquidated
 Disputed
- Nature of lien. Check all that apply.
- An agreement you made (such as mortgage or secured car loan)
 Statutory lien (such as tax lien, mechanic's lien)
 Judgment lien from a lawsuit
 Other (including a right to offset) 1st Trust Deed

- Who owes the debt? Check one.
- Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim relates to a community debt

Date debt was incurred 05/2019 Last 4 digits of account number 2441

Debtor 1 **Marco Ceasar Trillo Rodriguez** Case number (if known) **6:22-bk-10148-SY**
 First Name Middle Name Last Name

2.2 Matthew Jennings* Describe the property that secures the claim: \$0.00 \$690,000.00 \$0.00
 Creditor's Name
Treasurer-Tax Collector
4080 Lemon Street, 1st
Floor
PO Box 12005
Riverside, CA 92502-2205
 Number, Street, City, State & Zip Code

45323 Zuma Drive Temecula, CA 92592

As of the date you file, the claim is: Check all that apply.
 Contingent
 Unliquidated
 Disputed

Nature of lien. Check all that apply.
 An agreement you made (such as mortgage or secured car loan)
 Statutory lien (such as tax lien, mechanic's lien)
 Judgment lien from a lawsuit
 Other (including a right to offset) Secured Property Taxes

Who owes the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim relates to a community debt

Date debt was incurred 05/2019 Last 4 digits of account number 2041

2.3 Mercedes-Benz Financial Services Describe the property that secures the claim: \$0.00 \$0.00 \$0.00
 Creditor's Name
13650 Heritage Parkway
Fort Worth, TX 76177
 Number, Street, City, State & Zip Code

NON-FILING SPOUSE'S NAME ONLY: 2019 Mercedes-Benz MB Sprinter 2500 Cargo

As of the date you file, the claim is: Check all that apply.
 Contingent
 Unliquidated
 Disputed

Nature of lien. Check all that apply.
 An agreement you made (such as mortgage or secured car loan)
 Statutory lien (such as tax lien, mechanic's lien)
 Judgment lien from a lawsuit
 Other (including a right to offset) Auto Loan

Who owes the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim relates to a community debt

Date debt was incurred 04/2020 Last 4 digits of account number 6001

2.4 TD Bank USA, N.A.* Describe the property that secures the claim: \$0.00 \$0.00 \$0.00
 Creditor's Name
Attn: Mike Pedersen, CEO
One Portland Square
Portland, ME 04101
 Number, Street, City, State & Zip Code

NON-FILING SPOUSE'S NAME ONLY: 2021 Tesla Model Y

As of the date you file, the claim is: Check all that apply.
 Contingent
 Unliquidated
 Disputed

Nature of lien. Check all that apply.
 An agreement you made (such as mortgage or secured car loan)
 Statutory lien (such as tax lien, mechanic's lien)
 Judgment lien from a lawsuit
 Other (including a right to offset) Auto Loan

Who owes the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim relates to a community debt

Date debt was incurred 05/2021 Last 4 digits of account number 4221

Debtor 1 **Marco Cesar Trillo Rodriguez** Case number (if known) **6:22-bk-10148-SY**
 First Name Middle Name Last Name

2.5	Toyota Financial Services* Creditor's Name Attn: Mark Templin, CEO 6565 Headquarters Drive, W2-5A Plano, TX 75024 Number, Street, City, State & Zip Code	Describe the property that secures the claim: NON-FILING SPOUSE'S NAME ONLY: 2015 Toyota Prius As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) <u>Auto Loan</u>	\$0.00	\$0.00	\$0.00
Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input checked="" type="checkbox"/> At least one of the debtors and another <input checked="" type="checkbox"/> Check if this claim relates to a community debt					
Date debt was incurred <u>03/2019</u> Last 4 digits of account number <u>0938</u>					

2.6	Toyota Motor Credit Corporation Creditor's Name PO Box 9786 Cedar Rapids, IA 52409 Number, Street, City, State & Zip Code	Describe the property that secures the claim: 2016 Toyota Corolla As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) <u>Auto Loan</u>	\$2,249.00	\$5,000.00	\$0.00
Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt					
Date debt was incurred <u>2016</u> Last 4 digits of account number <u>1861</u>					

Add the dollar value of your entries in Column A on this page. Write that number here: **\$341,891.00**
 If this is the last page of your form, add the dollar value totals from all pages. Write that number here: **\$341,891.00**

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

[]	Name, Number, Street, City, State & Zip Code JPMorgan Chase Bank, N.A. c/o CT Corporation System Agent for Service of Process 330 North Brand Blvd. Suite 700 Glendale, CA 91203	On which line in Part 1 did you enter the creditor? <u>2.1</u> Last 4 digits of account number _____
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Exhibit 2

Property Taxes



OFFICE OF THE TREASURER-TAX COLLECTOR
RIVERSIDE COUNTY, CALIFORNIA

- [HOME](#)
- [ACCOUNT SEARCH](#)
- [CHECK OUT](#)
- [COUNTY HOME](#)
- [CONTACT US](#)

- [← BACK](#)
- [VIEW VALUATION INFO](#)
- [✉ ENROLL PIN FOR E-BILLING](#)
- [📁 MANAGE E-BILLING SUBSCRIPTIONS](#)

Account Information

PARCEL NUMBER	PROPERTY TYPE	STATUS	LAST UPDATE
918362041	Real	Active	2/6/2023 8:36:03 AM
Current Owner: RODRIGUEZ MARCO C TRILLO		Tax Rate Area 013-029 TEMECULA	
Class Code Single Family Dwelling			
Legal Description .18 ACRES IN LOT 18 MB 173/084 TR 19872-4			

Secured Property Tax

BILL NUMBER: 2022003850943 - ANNUAL [VIEW BILL DETAIL](#)

TAX YEAR : 2022	TAX	OTHER CHARGES	TOTAL PAID	TOTAL	DUE DATE	STATUS
Installment #1	\$2,847.37	\$284.68	\$0.00	\$3,132.05	12/12/2022	PAY
Installment #2	\$2,847.37	\$0.00	\$0.00	\$2,847.37	4/10/2023	PAY
Total Bill	\$5,694.74	\$284.68	\$0.00	\$5,979.42		PAY TOTAL BILL

Total Secured Tax

	TAX	OTHER CHARGES	TOTAL PAID	TOTAL
Grand Total	\$5,694.74	\$284.68	\$0.00	\$5,979.42

PLEASE NOTE

Please click "PAY" to add unpaid tax bills to your Cart.
 If your Assessment has both current and defaulted tax years due, you will need to add each of these to your check out cart individually.
 All secured defaulted tax years must be paid together (adding one will add all prior year items to your Cart).

Paid Tax Bills

[Click here to view previously paid tax bills.](#)

Exhibit 3

Occupancy Stipulation and Order

1 Leonard M. Shulman – Bar No.175415
Rika M. Kido – Bar No. 273780
2 **SHULMAN BASTIAN FRIEDMAN & BUI LLP**
100 Spectrum Center Drive, Suite 600
3 Irvine, California 92618
Telephone: (949) 340-3400
4 Facsimile: (949) 340-3000
Email: LShulman@shulmanbastian.com
5 RKido@shulmanbastian.com

6 Attorneys for Lynda T. Bui,
Chapter 7 Trustee
7

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

11 In re

12 **MARCO CEASAR TRILLO RODRIGUEZ,**

13 Debtor.
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Case No. 6:22-bk-10148-SY

Chapter 7

**STIPULATION FOR OCCUPANCY AND
MARKETING OF REAL PROPERTY**

[Real property located at:
45323 Zuma Drive, Temecula, CA 92592]

[Order Approving the Stipulation Uploaded
Concurrently]

[No Hearing Set]

1 TO THE HONORABLE SCOTT H. YUN, UNITED STATES BANKRUPTCY
2 JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED
3 PARTIES:

4 Lynda T. Bui (“Trustee”), solely in her capacity as the duly appointed, qualified and acting
5 Chapter 7 trustee for the bankruptcy estate (“Estate”) of Marco Ceasar Trillo Rodriguez (“Debtor”),
6 the Debtor, and Gladys M. Villacis Gonzalez (“Ms. Villacis Gonzalez,” the Trustee, the Debtor and
7 Ms. Villacis Gonzalez are collectively referred to as the “Parties”), enter into and agree to the terms
8 and conditions of this *Stipulation for Occupancy and Marketing of Real Property* (“Stipulation”)
9 based on the following recitals:

10 I. RECITALS

11 1. The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on
12 January 15, 2022.

13 2. On his Amended Schedules A/B and C [docket 15], the Debtor lists his ownership
14 interest in a single family residence located at 45323 Zuma Drive, Temecula, California 92597
15 (“Property”), valued the entirety of Property at \$654,000.00, valued the portion of the Property he
16 owns at \$327,000.00 and claimed an exemption in the Property of \$157,179.00 under Cal. Code
17 Civ. Pro § 704.730 (“Homestead Exemption”). On his Schedule D [docket 8] the Debtor lists one
18 unliquidated secured lien against the Property in the amount of \$339,642.00 (“Lender Lien”) owed
19 to JPMCB Home Lending (“Secured Lender”).

20 3. Pursuant to a Grant Deed recorded against the Property in the Official Records of the
21 County of Riverside, Doc # 2019-0195741, title in the Property is vested in the name of the Debtor
22 and his non-debtor spouse, Ms. Villacis Gonzalez as follows: “Marco C. Trillo Rodriguez and
23 Gladys M Villacis Gonzalez, husband and wife as community property with right of survivorship.”
24 The Debtor, Ms. Villacis Gonzalez and their dependent(s) currently occupy the Property.

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- 1 d. At their own expense, maintain the Property in a condition of good repair,
2 including maintenance of the yard/lawn service of the exterior of the
3 Property, so that the Property may be marketed for sale and for showings to
4 prospective buyers.
- 5 e. Provide the Trustee with evidence that the payments due to the Secured
6 Lender are made timely, and to the extent applicable, payment of other
7 maintenance items for the Property such as insurance, property taxes,
8 homeowners association dues, utilities, and any and all other payments and
9 expenses associated with preserving and maintaining the Property in good
10 condition, including but not limited to yard/lawn service of the exterior of the
11 Property, along with back-up documents (collectively “Proof of Payment and
12 Documents”). The Proof of Payment and Documents shall be provided to the
13 Trustee by the 15th day of every month for the previous month.
- 14 f. Ensure there are no payment defaults on any secured or unsecured obligations
15 for the Property, including payments related to amounts owed the Secured
16 Lender, property taxes, insurance, homeowners association dues, utilities and
17 any and all other payments and expenses associated with preserving and
18 maintaining the Property in good condition, including but not limited to
19 yard/lawn service of the exterior of the Property (collectively the “Property
20 Expenses”).
- 21 g. Ensure no transfer of interests in the Property or encumbrance of the Property
22 with any liens whatsoever.
- 23 h. Before close of escrow, work with the Trustee to voluntarily vacate the
24 Property and leave it in broom clean condition.
- 25 i. Work with the Broker to accommodate showings, including making the
26 Property available for showing by the Broker within twenty-four (24) hours
27 of a request by the Trustee’s Broker, between the hours of 10:00 a.m. and
28 6:00 p.m. (or other hours by agreement).

1 2. In exchange for the Debtor’s cooperation and assistance, the Trustee agrees that the
2 Debtor, Ms. Villacis Gonzalez, and their dependent(s) may continue to occupy the Property until
3 the Trustee closes on the sale of the Property.

4 3. If the Trustee is required to arrange for insurance on the Property and/or if the Trustee
5 is required to pay for any Property Expenses while the Debtor and Ms. Villacis Gonzalez occupy
6 the Property, the Trustee is authorized to deduct and retain as reimbursement to the Estate the
7 amount of any insurance premiums or other Property Expenses from any applicable Homestead
8 Exemption funds due and owing to the Debtor upon closing of the sale of the Property.

9 4. When/if the Debtor and/or Ms. Villacis Gonzalez desire to vacate the Property prior
10 to the close of escrow, the Debtor shall notify the Trustee immediately so that the Trustee may take
11 action to secure and protect the Property.

12 5. The Trustee, through her Broker, may post at the Property a lockbox with a key and
13 may arrange access to the Property for marketing purposes.

14 6. Any material breach of this Stipulation, including the Debtor’s and/or Ms. Villacis
15 Gonzalez’s failure to cooperate or respond to the Trustee’s or the Broker’s communications, failure
16 to provide reasonable access to the Property, failure to adequately maintain the Property, or failure
17 to pay Property Expenses as they come due will constitute good cause for the Trustee to immediately
18 seek turnover of the Property.

19 7. If the Trustee moves forward with the sale of the Property to a third party, the Trustee
20 shall provide notice to the Debtor of the acceptance, subject to Court approval, of any offer on the
21 Property. Following acceptance, the Trustee will file a motion seeking Court approval of the sale
22 of the Property (“Sale Motion”), and schedule the Sale Motion for hearing. The Trustee shall
23 provide the Debtor and Ms. Villacis Gonzalez with notice of the date of the hearing on the Sale
24 Motion by serving them with the Sale Motion. The Debtor and Ms. Villacis Gonzalez shall ensure
25 that they and all occupants vacate and leave the Property, removing all exempt personal property
26 **except fixtures**, no later than seven (7) days after the entry of an order by the Bankruptcy Court
27 authorizing the sale of the Property (“Move-Out Deadline”). In the event that there is any
28 unauthorized removal of non-exempt fixtures from the Property, the Debtor acknowledges that the

1 Trustee retains the right to seek sanctions against Debtor for such removal, including retaining as
2 payment to the Estate the amount of any sanctions from any applicable Homestead Exemption funds
3 due and owing to the Debtor upon closing of the sale of the Property.

4 8. If the Debtor, Ms. Villacis Gonzalez and/or all other occupants fail or refuse to vacate
5 the Property by the Move-Out Deadline, the Trustee may deduct from any applicable Homestead
6 Exemption of the Debtor in the Property or its proceeds any interest, fees or charges on the
7 mortgages, any property taxes, and/or homeowner's association fees, assessments or other charges,
8 accruing from and after the hearing date; the cost of any insurance which the Trustee procures to
9 protect the Estate's interest in the Property; the costs of maintaining the Property in good repair
10 including the costs for yard/lawn maintenance of the Property; and the costs of obtaining turnover
11 and evicting the Debtor, Ms. Villacis Gonzalez and/or any other occupant, including any attorney's
12 fees or charges associated with that action.

13 9. The Trustee will be listing the Property for sale in her capacity as the Chapter 7
14 trustee for the Estate, and not in her personal capacity, and no liability or obligations shall accrue to
15 her personally because of such listing.

16 10. The Trustee reserves the right, in her sole discretion, to determine not to sell the
17 Property if doing so does not benefit the Estate.

18 11. Notwithstanding the terms of this Stipulation, the Debtor and Ms. Villacis Gonzalez
19 hereby acknowledge the following rights of the Estate:

20 a. At any time, pursuant to 11 U.S.C. § 542, the Trustee may seek turnover of
21 the Property, which is property of the Estate

22 b. Out of an abundance of caution, the Trustee will seek turnover as part of the
23 Sale Motion and if the Debtor, Ms. Villacis Gonzalez, and other occupants
24 fail or refuse to vacate the Property by the Move-Out Deadline, such non-
25 compliance may result in the U.S. Marshal evicting all occupants from the
26 Property.

27 c. There are currently no applicable moratorium on evictions by any entity
28 under California state law and/or United States federal law.

1 12. The Parties agree that this Stipulation is valid and shall become effective and binding
2 on the Parties on the date upon which the last signatory executes this Stipulation.

3 13. The Parties agree that they will execute any and all further and additional documents
4 and take all further and additional steps, which may be necessary or convenient to consummate the
5 terms of this Stipulation and accomplish the purposes of this Stipulation.

6 14. The Parties agree that should any dispute arise regarding this Stipulation, the United
7 States Bankruptcy Court for the Central District of California, Riverside Division, shall have
8 exclusive jurisdiction to determine the same.

9 15. This Stipulation has been entered into in the State of California and this Stipulation,
10 including any rights, remedies, or obligations provided for, shall be construed and/or enforced in
11 accordance with the laws of the State of California.


12 16. The Trustee is signing this Stipulation in her capacity solely as Chapter 7 Trustee of
13 the Estate. Nothing contained herein shall in any way impute liability to the Trustee, personally or
14 as a member of any professional organization, or anyone acting on her behalf, including her counsel
15 Shulman Bastian Friedman & Bui LLP.

16 17. This Stipulation may be amended and modified only by a written agreement signed
17 by all of the Parties specifically acknowledging and approving of the modification.

18 18. This Stipulation may be executed in one or more counter parts (multiple signatures)
19 each of which shall be deemed an original, and all of which constitute one and the same instrument.

20

21 DATED: September ____, 2022

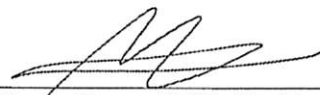
By: 
Lynda T. Bui
Chapter 7 trustee for the bankruptcy estate of
In re Marco Ceasar Trillo Rodriguez,
Case No. 6:22-bk-10148-SY

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25 DATED: September 19, 2022

By: 
Marco Ceasar Trillo Rodriguez

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[SIGNATURES CONTINUED ON THE FOLLOWING PAGE.]

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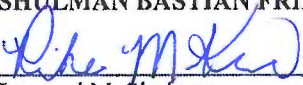
DATED: September 28, 2022

By: 
Gladys M. Villacis Gonzalez

APPROVED AS TO FORM:

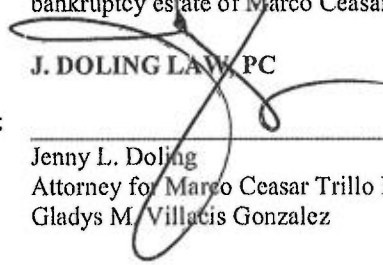
SHULMAN BASTIAN FRIEDMAN & BUI LLP

DATED: September __, 2022

By: 
Leonard M. Shulman
Rika M. Kido
Attorneys for Lynda T. Bui, Chapter 7 trustee for the
bankruptcy estate of Marco Ceasar Trillo Rodriguez

J. DOLING LAW PC

DATED: September 28, 2022

By: 
Jenny L. Doling
Attorney for Marco Ceasar Trillo Rodriguez and
Gladys M. Villacis Gonzalez

SHULMAN BASTIAN
FRIEDMAN & BUI LLP
100 Spectrum Center Drive
Suite 600
Irvine, CA 92618

6556-000/92 Occupancy Stip Temecula Property v2

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 100 Spectrum Center Drive, Suite 600, Irvine, CA 92618.

A true and correct copy of the foregoing document entitled (*specify*): **STIPULATION FOR OCCUPANCY AND MARKETING OF REAL PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **November 1, 2022**, 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:

CHAPTER 7 TRUSTEE: Lynda T. Bui (TR) trustee.bui@shulmanbastian.com, C115@ecfbis.com
COUNSEL FOR THE DEBTOR: Jenny L Doling JD@jdl.law, dolingjr92080@notify.bestcase.com
COUNSEL FOR THE CHAPTER 7 TRUSTEE: Rika Kido rkido@shulmanbastian.com, averynon@shulmanbastian.com
COUNSEL FOR THE CHAPTER 7 TRUSTEE: Leonard M Shulman lshulman@shulmanbastian.com
INTERESTED PARTY: United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov

Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (*date*) **November 1, 2022**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy

Honorable Scott H. Yun
United States Bankruptcy Court
3420 Twelfth Street, Suite 345
Riverside, CA 92501

Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

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

November 1, 2022
Date

Anne Marie Vernon
Printed Name

/s/ Anne Marie Vernon
Signature

1 Leonard M. Shulman – Bar No.175415
Rika M. Kido – Bar No. 273780
2 SHULMAN BASTIAN FRIEDMAN & BUI LLP
100 Spectrum Center Drive, Suite 600
3 Irvine, California 92618
Telephone: (949) 340-3400
4 Facsimile: (949) 340-3000
Email: LShulman@shulmanbastian.com
5 RKido@shulmanbastian.com



6 Attorneys for Lynda T. Bui,
Chapter 7 Trustee
7

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

11 In re
12 MARCO CEASAR TRILLO RODRIGUEZ,
13 Debtor.
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Case No. 6:22-bk-10148-SY
Chapter 7
**ORDER APPROVING STIPULATION
FOR OCCUPANCY AND MARKETING
OF REAL PROPERTY**
[No Hearing Required]

21 The court has reviewed the *Stipulation for Occupancy and Marketing of Real Property* (the
22 “Stipulation”) filed on November 1, 2022 as docket number 63, and finding no objection and good
23 cause has been shown,

24 **IT IS ORDERED** as follows:

- 25 1. The Stipulation is approved. The Trustee is authorized to enter into and execute the
26 Stipulation.
27 2. The Trustee is authorized to execute any and all necessary documents to carry out
28 the provisions contemplated in the Stipulation.

Exhibit 4
Title Report



Fidelity National Title Company
1300 Dove Street, 3rd Floor, Newport Beach, CA 92660
Phone: (949) 788-2800 • Fax: (949) 341-0251

Issuing Policies of Fidelity National Title Insurance Company

Title Officer: **Elsa Garcia**
Phone: **(949) 788-2800**
Fax: **(949) 341-0251**
Email: **Elsa.Garcia@fnf.com**

ORDER NO.: **00385567-997-OC1-EG1**

LOAN NO.:

Berkshire Hathaway
1400 Newport Center Dr., #200
Newport Beach, CA 92660

ATTN: Clarence Yoshikane
YOUR REF:

PROPERTY: **45323 Zuma Drive, Temecula, CA**

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a Florida Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned by:

A handwritten signature in black ink, appearing to read "M. A. [unclear]".

Authorized Signature



Fidelity National Title Company
1300 Dove Street, 3rd Floor, Newport Beach, CA 92660
Phone: (949) 788-2800 • Fax: (949) 341-0251

PRELIMINARY REPORT

EFFECTIVE DATE: November 1, 2022 at 7:30 a.m.

ORDER NO.: 00385567-997-OC1-EG1

The form of policy or policies of title insurance contemplated by this report is:

ALTA Homeowner's Policy of Title Insurance (7-1-21)
ALTA Extended Loan Policy (7-1-21)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Marco C. Trillo Rodriguez and Gladys M. Villacis Gonzalez, husband and wife as community property with right of survivorship, subject to proceedings pending in the bankruptcy court where a petition for relief was filed.

Name of Debtor: Marco Ceasar Trillo Rodriguez
Date of Filing: January 15, 2022
U.S. District Court: California Central Bankruptcy Court
Case No: 6:22-BK-10148-SY

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

PRELIMINARY REPORT
YOUR REFERENCE:

Fidelity National Title Company
ORDER NO.: 00385567-997-OC1-EG1

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 18 OF 19872-4 IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 173 PAGE(S) 84 THROUGH 88 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[APN: 918-362-041](#)

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 013-029
Tax Identification No.: [918-362-041](#)
Fiscal Year: 2022-2023
1st Installment: \$2,847.37, Open
2nd Installment: \$2,847.37, Open
Exemption: \$0.00
Land: \$115,629.00
Improvements: \$352,144.00
Personal Property: \$0.00

2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

Note: If said supplementals (if any) are not posted prior to the date of closing, this company assumes no liability for payment thereof.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted To: Southern Sierras Power Co.
Purpose: Pole Lines And Conduits
Recording Date: March 16, 1927
Recording No: [Book 707, Page 457](#), of Official Records
Affects: Said Land

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Telephone Company
Purpose: Pole Lines
Recording Date: July 18, 1940
Recording No: [Book 469, Page 361](#), Of Official Records
Affects: Said Land

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: California Electric Power Company
Purpose: Pole Lines And Conduits
Recording Date: July 12, 1956
Recording No: [48826](#), in [Book 1942, Page 346](#), Of Official Records
Affects: Said Land

EXCEPTIONS
(Continued)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Odessa D. Querry et. al
Purpose: Ingress, Egress, Fence And Public Utility Purposes
Recording Date: November 12, 1971
[Recording No:](#) [129849, Of Official Records](#)
Affects: Said Land
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: General Telephone Company Of California
Purpose: Public Utility
Recording Date: March 30, 1977
[Recording No:](#) [53337, Of Official Records](#)
Affects: Said Land
8. The Effect Of A Recital On The Map Of Said Tract, Which States:Environmental Constraint Sheet Affecting This Map Is On File In The Office Of The Riverside County Surveyor In E.C.S. In [Book 9 Page 12](#), Affecting Said Land.
9. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
- [Recording Date:](#) April 23, 1986
[Recording No:](#) [92400, Of Official Records](#)
10. The provisions of said covenants, conditions and restrictions were extended to include the herein described Land by an instrument
- [Recording Date:](#) September 23, 1987
[Recording No:](#) [275266, Of Official Records](#)
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Southern California Edison Company, A Corporation
Purpose: Underground Electrical Supply Systems And Communication Systems
Recording Date: November 05, 1987
[Recording No:](#) [319091, Of Official Records](#)
Affects: Within 6 Feet Of All Front Lot Lines, Also Within 3 Feet Of All Side Lot Lines
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: General Telephone Company Of California, A Corporation
Purpose: The Transmission Of Electric Energy For Communication And Other Purposes
Recording Date: November 18, 1987
[Recording No:](#) [329580, Of Official Records](#)
Affects: Within 3.00 Feet Of All Side Lot Lines, Except Such Lines As Coincide With Boundary Lines Of Streets

**EXCEPTIONS
(Continued)**

13. Matters contained in that certain document

Entitled: Catv Installation Agreement And Grant Of Easement
Executed by: Inland Valley Cablevision, And H.R. Remington
Recording Date: February 27, 1990
[Recording No: 70541, Of Official Records](#)

Reference is hereby made to said document for full particulars.

14. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: JUNE 18, 1991
[Recording No: 204434, of Official Records](#)

15. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$356,000.00
Dated: May 28, 2004
Trustor/Grantor: Marco C Trillo Rodriguez and Gladys M Villacis Gonzalez, husband and wife
Trustee: John D. Duncan, Esq.
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for United Wholesale Mortgage
Loan No.: 1219151940
Recording Date: May 31, 2019
[Recording No.: 2019-0195742, of Official Records](#)

Assignment of the beneficial interest under said deed of trust which names:

Assignee: JPMorgan Chase Bank, National Association
Recording Date: February 28, 2022
[Recording No.: 2022-0097569, of Official Records](#)

16. Intentionally deleted.

17. Intentionally deleted.

18. Intentionally deleted.

PRELIMINARY REPORT
YOUR REFERENCE:

Fidelity National Title Company
ORDER NO.: 00385567-997-OC1-EG1

**EXCEPTIONS
(Continued)**

19. An abstract of judgment for the amount shown below and any other amounts due:

Amount: \$2,464.33
Debtor: Gladys M Trillo-Villacis
Creditor: CMRE financial Services INC
Date entered: 11/25/2014
County: Riverside
Court: Superior
Case No.: CWC1402895
Recording Date: 2/4/2015
Recording No: [2015-44240, of Official Records](#)

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH
FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items to make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
2. None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
3. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Dwelling, known as 45323 Zuma Drive, Temecula, California to an Extended Coverage Loan Policy.
4. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration provision. Arbitrable matters may include, but are not limited to any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance Coverage.
5. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
6. Unless this company is in receipt of WRITTEN instructions authorizing a particular policy, Fidelity Title will AUTOMATICALLY issue the American Land Title Association Homeowner's Policy (02/03/10) for all qualifying residential 1-4 properties/transactions to insure the buyer at the close of escrow.
7. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
8. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
9. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third party service. If the above requirements cannot be met, please call the Company at the number provided in this report
10. NOTE: Amended Civil Code Section 2941, which becomes effective on January 1, 2002, sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid off through this transaction at \$45.00. The reconveyance fee must be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of that fee, from the Beneficiary to the Trustee of record, must be included. An example of the required language is as follows:

The Beneficiary identified above hereby assigns, releases or transfers to the Trustee of record, the sum of \$45.00, included herein as 'Reconveyance Fees', for the processing and recordation of the Reconveyance of the Deed of Trust securing the indebtedness covered hereby, and the escrow company or title company processing this pay-off is authorized to deduct the Reconveyance Fee from this Demand and forward said fee to the Trustee of record or the successor Trustee under the Trust Deed to be paid off in full.

INFORMATIONAL NOTES
(Continued)

In the event that the reconveyance fee and the assignment, release or transfer are not included within the demand statement, then Fidelity National Title Insurance Company and its Underwritten Agent may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.

11. Note: Part of the RESPA Rule to simplify and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows:

Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. Fidelity National Title Company retains 88% of the total premium and endorsements.

Line 1108 used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. Fidelity National Title Insurance Company retains 12% of the total premium and endorsements.

12. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.
13. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:

INFORMATIONAL NOTES
(Continued)

14. A. 2006 ALTA Owner's Policy (06-17-06).
6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
- B. 2006 ALTA Loan Policy (06-17-06).
8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
- D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- E. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
- 7) Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
- 8) Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

END OF INFORMATIONAL NOTES

Elsa Garcia/634

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>



Fidelity National Title Company
1300 Dove Street, 3rd Floor, Newport Beach, CA 92660
Phone: (949) 788-2800 • Fax: (949) 341-0251

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company
SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

**FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE**

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;

- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see “Choices with Your Information” to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an “opt out” request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice’s effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [*****](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE (Revised 05-06-16)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

{Except as provided in Schedule B - Part II, { t{or T}his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{PART I

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.}

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



1300 Dove Street, 3rd Floor, Newport Beach, CA 92660
Phone: (949) 788-2800 • Fax: (949) 341-0251

STATEMENT OF INFORMATION
CONFIDENTIAL INFORMATION FOR YOUR PROTECTION

Escrow No.: 00385567-997-OC1-EG1

Title No.:

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A". If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

NAME AND PERSONAL INFORMATION

Form fields for Name and Personal Information: First Name, Middle/Maiden Name, Last Name, Date of Birth, Home Phone, Business Phone, Birthplace, Cell Phone, Fax, Email, Social Security No., Driver's License No., List any other name you have used or been known by, State of residence.

Are you currently married? IF YES, COMPLETE THE FOLLOWING INFORMATION:

Form fields for Spouse Information: Date and place of marriage, Spouse (First Name, Middle/Maiden Name, Last Name, Date of Birth, Home Phone, Business Phone, Birthplace, Cell Phone, Fax, Email, Social Security No., Driver's License No., List any other name you have used or been known by, State of residence).

Are you currently a registered domestic partner? IF YES, COMPLETE THE FOLLOWING INFORMATION:

Form fields for Domestic Partner Information: Domestic Partner (First Name, Middle/Maiden Name, Last Name, Date of Birth, Home Phone, Business Phone, Birthplace, Cell Phone, Fax, Email, Social Security No., Driver's License No., List any other name you have used or been known by, State of residence).

CHILDREN

Form fields for Children: Child Name, Date of Birth (two entries).

(if more space is required, use reverse side of form)

RESIDENCES (LAST 10 YEARS)

Form fields for Residences: Number & Street, City, From (date) to (date) (two entries).

(if more space is required, use reverse side of form)

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Form fields for Occupations/Businesses: Firm or Business Name, Address, From (date) to (date) (two entries).

(if more space is required, use reverse side of form)

SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business Name Address From (date) to (date)
Firm or Business Name Address From (date) to (date)
(if more space is required, use reverse side of form)

PRIOR MARRIAGE(S)

Any prior marriages for either spouse? IF YES, COMPLETE THE FOLLOWING INFORMATION:
Prior spouse's (Party A) name: Prior Spouse of Party A:
Marriage ended by: [] Death [] Divorce Date of Death/Divorce:
Prior spouse's (Party B) name: Prior Spouse of Party B:
Marriage ended by: [] Death [] Divorce Date of Death/Divorce:
(if more space is required, use reverse side of form)

PRIOR DOMESTIC PARTNERSHIP(S)

Any prior domestic partnerships for either person? IF YES, COMPLETE THE FOLLOWING INFORMATION:
Prior partner's name: Prior Partner:
Partnership ended by: [] Death [] Dissolution [] Nullification [] Termination Date of Death/Dissolution/etc.:
Prior partner's name: Prior Partner:
Partnership ended by: [] Death [] Dissolution [] Nullification [] Termination Date of Death/Dissolution/etc.:
(if more space is required, use reverse side of form)

INFORMATION ABOUT THE PROPERTY

Buyer intends to reside on the property in this transaction: [] Yes [] No

OWNER TO COMPLETE THE FOLLOWING ITEMS

Street Address of Property in this transaction:
The land is [] unimproved; or improved with a structure of the following type: [] A Single or 1-4 Family [] Condo Unit [] Other
Improvements, remodeling or repairs to this property have been made within the past six (6) months: [] Yes [] No
If yes, have all costs for labor and materials arising in connection therewith been paid in full? [] Yes [] No
Any current loans on property? IF YES, COMPLETE THE FOLLOWING INFORMATION:
Lender: Loan Amount: Loan Account No.:
Lender: Loan Amount: Loan Account No.:

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

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signature Date
Print Name
Signature Date
Print Name

(NOTE: IF APPLICABLE, BOTH SPOUSES/DOMESTIC PARTNERS MUST SIGN.)

THANK YOU.

Exhibit 5

Purchase Agreement



CALIFORNIA
 ASSOCIATION
 OF REALTORS®

**RESIDENTIAL PURCHASE AGREEMENT
 AND JOINT ESCROW INSTRUCTIONS**

(C.A.R. Form RPA-CA, Revised 12/15)

Date Prepared: 1/4/2023

1. OFFER: Justin Karasek Theresa Karasek
- A. THIS IS AN OFFER FROM _____ ("Buyer")
- B. THE REAL PROPERTY to be acquired is 45323 Zuma Drive, situated in Temecula (City), Riverside (County), California, 92592-5721 (Zip Code), Assessor's Parcel No. 918-362-041 ("Property").
- C. THE PURCHASE PRICE offered is \$599,900 Dollars \$ _____
- D. CLOSE OF ESCROW shall occur on Date Specified in Escrow Instructions (date) or Days After Acceptance.
- E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:
- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction.
 Listing Agent Berkshire Hathaway HomeServices CA Properties (Print Firm Name) is the agent of (check one):
 the Seller exclusively; or both the Buyer and Seller.
 Selling Agent exp Realty of CA, Inc. (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
- C. POTENTIALLY COMPETING BUYERS AND SELLERS: ~~The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).~~

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.
- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 20,000
- (1) Buyer Direct Deposit: Buyer shall deliver ~~deposit directly to Escrow Holder by electronic funds transfer~~, cashier's check, personal check, other. ~~Made out to the Trustee within 3 business days after Acceptance (or _____).~~
- ~~OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____, The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____). Deposit checks given to agent shall be an original signed check and not a copy.~~
- (Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: ~~Buyer shall deposit with Escrow Holder an increased deposit in the amount of _____ \$ _____ within _____ Days After Acceptance (or _____).~~
 If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

- C. ALL CASH OFFER: No loan is needed to purchase the Property. ~~This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.~~

- D. LOAN(S):
- ~~(1) FIRST LOAN in the amount of _____ \$ _____
 This loan will be conventional financing or FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other _____. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.~~
- ~~(2) SECOND LOAN in the amount of _____ \$ _____
 This loan will be conventional financing or Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other _____. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.~~
- ~~(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.~~

- E. ADDITIONAL FINANCING TERMS: _____
- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of _____ \$ _____ to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- G. PURCHASE PRICE (TOTAL): _____ \$ _____

Buyer's Initials (JK) (TK)

Seller's Initials ([Signature]) (_____)

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)

HOM / Sotheby's International Realty, 1200 Newport Center Drive, Suite 100 Newport Beach, CA 92660 Phone (714) 606-5765 Fax _____ Trustee _____
 CLARENCE YOSHIKANE Produced with zipForm® by ziplogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Property Address: 45323 Zuma Dr, Temecula, CA 92592-5721 Date: _____

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. ~~Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.~~
- J. LOAN TERMS:
- ~~(1) LOAN APPLICATIONS: Within 3 (or _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)~~
- ~~(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.~~
- ~~(3) LOAN CONTINGENCY REMOVAL: Within 21 (or _____) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.~~
- ~~(4) NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.~~
- ~~(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.~~
- K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. SALE OF BUYER'S PROPERTY:

- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- ~~OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).~~

~~6. ADDENDA AND ADVISORIES:~~

A. ADDENDA:		Addendum #	(C.A.R. Form ADM)
<input type="checkbox"/>	Back Up Offer Addendum (C.A.R. Form BUO)	<input type="checkbox"/>	Court Confirmation Addendum (C.A.R. Form CCA)
<input type="checkbox"/>	Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)		
<input type="checkbox"/>	Short Sale Addendum (C.A.R. Form SSA)	<input type="checkbox"/>	Other
B. BUYER AND SELLER ADVISORIES:		<input checked="" type="checkbox"/>	Buyer's Inspection Advisory (C.A.R. Form BIA)
<input type="checkbox"/>	Probate Advisory (C.A.R. Form PA)	<input type="checkbox"/>	Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
<input type="checkbox"/>	Trust Advisory (C.A.R. Form TA)	<input type="checkbox"/>	REO Advisory (C.A.R. Form REO)
<input type="checkbox"/>	Short Sale Information and Advisory (C.A.R. Form SSIA)	<input type="checkbox"/>	Other

6. OTHER TERMS: PROPERTY TO BE SOLD IN "AS-IS", "WHERE-IS" CONDITION WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED. PEST CONTROL/TERMITE INSPECTION REPORT AND ANY CORRECTIVE WORK WILL NOT BE PROVIDED, COMPLETED BY NOR PAID FOR BY SELLER. TRUSTEE'S ADDENDUM TO EXCLUSIVE AND RIGHT TO SELL IS INCORPORATED HEREIN IN ITS ENTIRETY.

7. ALLOCATION OF COSTS

- A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
- (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: _____ prepared by Seller's Choice
- (2) Buyer Seller shall pay for the following Report _____ prepared by _____
- (3) Buyer Seller shall pay for the following Report _____ prepared by _____

Buyer's Initials (JL) (TK)

Seller's Initials (AB) (_____)

RPA-CA REVISED 12/15 (PAGE 2 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)

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Property Address: 45323 Zuma Dr, Temecula, CA 92592-5721 Date:

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) [X] Buyer [] Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
(2) (i) [] Buyer [] Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
(ii) [] Buyer [] Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
(iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) [X] Buyer [X] Seller shall pay escrow fee each to pay their own
(b) Escrow Holder shall be Seller's Choice
(c) The Parties shall, within 5 (or) Days After receipt, sign and return Escrow Holder's general provisions.
(2) (a) [] Buyer [X] Seller shall pay for owner's title insurance policy specified in paragraph 13E
(b) Owner's title policy to be issued by Seller's Choice
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) [] Buyer [X] Seller shall pay County transfer tax or fee
(2) [] Buyer [] Seller shall pay City transfer tax or fee
(3) [] Buyer [] Seller shall pay Homeowners' Association ("HOA") transfer fee split 50/50
(4) Seller shall pay HOA fees for preparing documents required to be disclosed by Civil Code §4625
(5) [X] Buyer [] Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4625
(6) Buyer to pay for any HOA certification fee.
(7) [] Buyer [] Seller shall pay for any private transfer fee
(8) [] Buyer [] Seller shall pay for
(9) [] Buyer [] Seller shall pay for
(10) [] Buyer [] Seller shall pay for the cost, not to exceed \$, of a standard (or [] upgraded) one-year home warranty plan, issued by Click here to select your Service Provider, with the following optional coverages: [] Air Conditioner [] Pool/Spa [] Other:
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR [] Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

- A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.
B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,
(1) All EXISTING fixtures and fittings that are attached to the Property;
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: [X] all stove(s), except ; [] all refrigerator(s) except ; [] all washer(s) and dryer(s), except ;
(3) The following additional items:
(4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are ([] are NOT) included in the sale
(5) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
(6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and , and (ii) are transferred without Seller warranty regardless of value.
C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) Shed in Backyard and Racks in Garage.

Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or [] will be removed and holes or other damage shall be repaired, but not painted).

Buyer's Initials (JK) (TK)

Seller's Initials ([Signature]) ()

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

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Trustee -



Property Address: ... 45323 Zuma Dr. Temecula, CA 92592-5721

Date:

9. CLOSING AND POSSESSION:

- A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.
 - B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or (AM/ PM) on the date of Close Of Escrow; (ii) no later than calendar days after Close Of Escrow; or (iii) at AM/ PM on
 - ~~C. Seller remaining in possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, C.A.R. Form RLAS for Seller continued occupancy of 30 days or more, and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.~~
 - D. Tenant-occupied property: Property shall be vacant at least 5 (or) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.
- OR Tenant to remain in possession (C.A.R. Form TIP).
- ~~E. At Close Of Escrow, Seller assigns to Buyer any assignable warranty rights for items included in the sale, and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.~~
 - F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

~~10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:~~

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.
- (3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Listing Broker, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES: (i) SELLER HAS: 7 (or) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials (JK) (TK)
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Seller's Initials ([Signature]) ()



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 10)

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Trustee -

Property Address: ... 45323 Zuma Dr, Temecula, CA 92592-5721

Date: _____

~~(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ___) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.~~

11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and ~~(b) subject to Buyer's investigation rights~~; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

~~A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.~~

~~B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.~~

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY: ~~NOT~~

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph ~~and paragraph 14B. Within the time specified in paragraph 14B(4)~~, Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; ~~(iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA)~~; (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, ~~and (ii) give Seller, at no cost, complete copies of all such investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.~~

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

D. Buyer indemnify and seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

~~A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.~~

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

~~C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.~~

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's Initials (JK) (TK)
RPA-CA REVISED 12/15 (PAGE 5 OF 10)

Seller's Initials AB (_____)



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)

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Trustee -

Property Address: 45323 Zuma Dr, Temecula, CA 92592-5721

Date:

E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

~~14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).~~

A. SELLER HAS: 7 (or ___) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.

B. (1) BUYER HAS: 17 (or ___) Days After Acceptance, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.

(2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.

(3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or ___) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) Continuation of Contingency: Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).

(5) Access to Property: Buyer shall have access to the Property to conduct inspections and investigations for 17 (or ___) Days After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.

C. REMOVAL OF CONTINGENCIES WITH OFFER: Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.

D. SELLER RIGHT TO CANCEL:

(1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or ___) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.

F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

G. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ___) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds. (Civil Code §1057.3)

Buyer's Initials (Jk) (TK)
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Seller's Initials (AB) ()



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 6 OF 10)

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Trustee

Property Address: ..., 45323 Zuma Dr, Temecula, CA 92592-5721

Date: _____

15. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; ~~(ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).~~
- ~~16. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.~~
17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
18. BROKERS:
- A. COMPENSATION: Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, ~~or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.~~
- B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
19. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, ~~within 3 Days After Acceptance~~, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials (JK) (TK)
RPA-CA REVISED 12/15 (PAGE 7 OF 10)

Seller's Initials ([Signature]) (_____)



Truster -

Property Address: ..., 45323 Zuma Dr, Temecula, CA 92592-5721 Date: _____

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

~~21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:~~

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).

Buyer's Initials _____ / _____ Seller's Initials _____ / _____

~~22. DISPUTE RESOLUTION:~~

- A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____ Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) any proceeding detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials (JK) (TK) Seller's Initials (AB) (_____)

Property Address: 45323 Zuma Dr, Temecula, CA 92592-5721 Date: _____

(2) ~~PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.~~

(3) ~~BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.~~

23. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing

24. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

~~26. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 27A.~~

26. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOA).

27. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

28. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. ~~The liquidated damage paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.~~

29. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. ~~Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.~~

30. DEFINITIONS: As used in this Agreement:

- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
- C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
- D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
- E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
- J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.

~~31. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____ who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by AM / PM, on _____ (date)).~~

One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCDSD-B) for additional terms.

Date January 4, 2023 6:59 PM PST Justin Karasek

(Print name) January 4, 2023 10:31 PM PST Theresa Karasek

Date BUYER Theresa Karasek

(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA). Seller's Initials (JK) (_____)

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 9 OF 10)

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Property Address: 45323 Zuma Dr, Temecula, CA 92592-5721 Date: _____

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED ~~COUNTER OFFER (C.A.R. Form SCO or SMCO)~~ DATED: Trustee's Addendum

One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date 1/11/23 SELLER [Signature]
(Print name) Lynda T. Bui, Ch 7 Trustee for the Estate of: MARCO CEASAR TRILLO RODRIGUEZ

Date _____ SELLER _____
(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

(/ /) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
(Initials) AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

exp Realty of CA, Inc.

Real Estate Broker (Selling Firm)	CalBRE Lic. #	CalBRE Lic. #
By <u>Ivan Acosta</u>	<u>02078809</u>	<u>01878277</u>
By _____	CalBRE Lic. # _____	Date <u>January 4, 2023</u> <u>6:48</u> PM PS
Address <u>2603 Camino Ramon Suite 200</u>	City <u>San Ramon</u>	State <u>CA</u> Zip <u>94583</u>
Telephone <u>619-929-8827</u> Fax _____	E-mail <u>Ivan.Acosta@beehometeam.com</u>	
Real Estate Broker (Listing Firm)	CalBRE Lic. #	CalBRE Lic. #
By <u>Clarence Yoshikane</u>	<u>00801398</u>	Date _____
By _____	CalBRE Lic. # _____	Date _____
Address <u>1400 Newport Center Drive, Suite 200</u>	City <u>Newport Beach</u>	State <u>CA</u> Zip <u>92660</u>
Telephone <u>714.606.5765</u> Fax _____	E-mail <u>J_Toyama@verizon.net</u>	

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer numbers _____ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____
By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

Department of Business Oversight, Department of Insurance, Bureau of Real Estate.

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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525 South Virgil Avenue, Los Angeles, California 90020

Buyer Acknowledges that page 10 is part of this Agreement (Jk) (TK)
Buyer's Initials

Reviewed by _____
Broker or Designee



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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)

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Trustee -

ADDENDUM NO. 2 TO RESIDENTIAL PURCHASE AGREEMENT

This **Addendum No. 2 to Residential Purchase Agreement** (“**Addendum**”) is intended to set forth the terms and conditions of a contract for the purchase by and sale to **Justin Karasek and Theresa Karasek** (collective “**Buyer**”) from Lynda T. Bui, solely in her capacity as Chapter 7 Trustee for the bankruptcy estate (“**Bankruptcy Estate**”) of **In re Marco Ceasar Trillo Rodriguez, Case No. 6:22-bk-10148-SY** (“**Seller**” or “**Trustee**”), of the real property commonly known as **45323 Zuma Drive, Temecula, California 92597** (“**Property**”). When fully executed below, this Addendum will constitute conclusive evidence for the contract for the sale and purchase of the Property (the “**Sale**”) and the Parties’ agreement for the sale, subject to approval by the Bankruptcy Court in the Debtor’s bankruptcy case and further or more complete documentation at the Seller’s discretion. **If there is any conflict, this Addendum replaces and supersedes the California Residential Purchase Agreement and Joint Escrow Instructions dated January 4, 2023.**

1. **PURCHASE PRICE; DEPOSIT; ESCROW.** The purchase price for the Property shall be **Five Hundred Ninety-Nine Thousand Nine Hundred (\$599,900.00)** (“**Purchase Price**”) subject to overbids. Buyer shall make an initial deposit of **Twenty Thousand Dollars (\$20,000.00)** (“**Initial Deposit**”) in the form of cashier’s check or wire transfer made payable and delivered to **A & A Escrow (Antonia Delgado), 15250 Ventura Blvd #715, Sherman Oaks, CA 91403** (“**Escrow Holder**”) upon completion of Due-Diligence and Loan Approval, Seller’s execution of the Affirmation Addendum in the form attached hereto as **Exhibit A**, and Buyer’s receipt of a copy of the fully executed Counter-Offer and the Affirmation Addendum.

Buyer shall deliver to the Trustee, within three (3) days of mutual execution of this Addendum upon this Counter-Offer, proof of committed funds available to Buyer sufficient to enable Buyer to consummate the acquisition contemplated herein, which proof shall be in the form of a letter of credit; loan commitment or other form acceptable to the Trustee in the Trustee’s sole discretion. In the event that either (i) Buyer fails timely to provide any such proof, or (ii) the Trustee determines, in the Trustee’s sole discretion, that any proof of funds provided to Trustee by Buyer is unacceptable, the Trustee shall have the right, at the Trustee’s option, to provide written notice to Buyer that this Counter-Offer is terminated. In the event that the Trustee exercises such termination right, this Counter-Offer shall terminate effective as of the date of Trustee’s written notice to Buyer, whereupon the Initial Deposit (if theretofore deposited with the Escrow Holder) shall be returned to Buyer and Buyer and Trustee shall each be relieved of any further obligation hereunder.

Escrow instructions corresponding to the terms of this Addendum shall be provided by the Escrow Holder and signed by the parties within five (5) business days of the date of Buyer’s and Seller’s receipt of said escrow instructions. Buyer and Seller shall deposit such documents and instruments with the Escrow Holder as and when reasonably required to complete the sale. Buyer shall be free to assign this Addendum to another person or entity (“**Assignee**”) subject to Seller’s prior review and written approval (which approval Seller may grant or withhold in its sole discretion), but Buyer shall remain liable hereunder, together with such Assignee, in the event that such Assignee fails to perform any of Buyer’s obligations hereunder.

2. **BUYER’S DUE DILIGENCE AND CANCELLATION RIGHT.** Buyer Acknowledges that he/she is familiar with the Property and that the Buyer has previously viewed

the Property and that the sale shall be without any contingencies or due diligence requirements of the Buyer. Nevertheless, at Buyer's sole expense, Buyer shall have seven (7) calendar days from the date of execution hereof to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this purchase of the Property, including, but not limited to and performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desired by Buyer. Buyer may, not later than the end of that period, give Seller written notice of Buyer's election to withdraw from this Addendum because of Buyer's inability to complete or dissatisfaction with the results of any of those matters ("Notice of Cancellation"), in which event Buyer's and Seller's obligations under this Addendum shall be terminated and Buyer shall receive a full refund of Buyer's deposit. If Buyer fails to give such Notice of Cancellation as within such period, all such contingencies shall be automatically removed as set forth in Paragraph 4 and Buyer's obligation to proceed shall be non-contingent except as provided herein for, (i) Buyer's review of a preliminary report and underlying documents respecting the title to the Property (as set forth in Paragraph 3), and (ii) Bankruptcy Court approval of this Addendum and the Sale (including as set forth in Paragraph 7).

3. TITLE; TITLE INSURANCE. Within three (3) business days after acceptance of the Counter Offer, Title Company will be instructed to provide a preliminary report of the condition of title to the Property, including copies of underlying documents referred to in Schedule B thereof, for Buyer's review. Buyer may, not later than the end of the period in this paragraph, or until three (3) days after receipt of the preliminary report and underlying documents, whichever occurs later, give Seller written notice ("Notice of Title Disapproval") that Buyer disapproves the condition of title with respect to a material matter(s) that interferes with the use of the Property for the purpose for which it is currently used or intended to be used. Such notice must refer to the specific exception(s) in Schedule B of the preliminary report and the specific underlying document(s) which are the basis for Buyer's disapproval. Within five (5) business days after receipt of such notice, Seller may, in Seller's sole discretion, either (i) cancel this Addendum and the sale, in which event Buyer's and Seller's obligations under this Addendum shall be terminated and Buyer shall receive a full refund of Buyer's Deposit, or (ii) elect to correct the item(s) that was disapproved by Buyer, in which event the sale shall proceed. Seller may correct such item by any means that will result in the Title Company either removing the disapproved exception(s) from the preliminary report or providing title insurance coverage by endorsement against such exception(s). At the close of the sale, Seller shall convey and Buyer shall accept title to the Property as shown in Schedule B of the preliminary report, subject to any corrections as in this paragraph above, free and clear of all monetary liens, subject to the terms of the within contract. Seller shall pay the costs of a CLTA Standard Owner's policy of title insurance.

4. REMOVAL OF CONTINGENCIES; COURT CONFIRMATION; CLOSING; DELIVERY OF POSSESSION. If Buyer does not give Seller written Notice of Cancellation as and when provided in Paragraph 2, or Notice of Title Disapproval as and when provided in Paragraph 3. **Buyer shall submit a Full Contingency Removal and the Earnest Money Deposit to Confirm they wish to proceed with their offer.** Seller shall then file a motion with the Bankruptcy Court to confirm this sale. Upon such removal of title contingencies, Buyer shall be unconditionally obligated to proceed with the sale, subject only to Bankruptcy Court confirmation as set forth below. If the Bankruptcy Court confirms the sale to Buyer, the closing shall take place as soon as practicable after entry of the order approving the sale, but no later than the first business

day after **Thirty (30) calendar days** following the entry of such order. The Trustee shall have sole discretion to extend the closing in writing. The closing shall occur on the date the deed transferring the Property to Buyer is recorded with the County Recorder where the Property is located. Occupancy shall be delivered to Buyer upon Escrow Holder's confirmation of recording.

5. **BANKRUPTCY SALE.** Buyer acknowledges that Seller is a Trustee appointed to administer the above referenced Bankruptcy Estate, and is a party to this Addendum solely in that capacity. Seller and Brokers and agents have not and will not determine the condition or fitness for use of the Property for any particular purpose. The sale shall be "as is," "where is," "with all faults," and with no warranty by or recourse whatsoever to Seller or Brokers or agents herein. Transfer of the Property shall be by Quit Claim Deed. All parties acknowledge that Seller is a party to this Addendum solely in the capacity as Trustee of the above referenced Bankruptcy Estate and that in the event of any default in the performance of any of Seller's obligations under the Offer (as modified hereby) or in the event that any other claim is asserted against the Seller, Trustee or the Bankruptcy Estate in connection with this transaction, the Trustee, including his agents, attorneys, and other representatives, shall in no event have any personal liability whatsoever (whether in the Trustee's individual capacity or otherwise), it being expressly understood and agreed that Buyer's sole recourse, if any, in such event shall be to the assets of such Bankruptcy Estate.

6. **TAXES; PRORATIONS; COSTS OF SALE.** All real property taxes and assessments for the current tax year shown in the current County Tax Bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer. The sale shall be free and clear of any homeowner's association assessments and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Seller shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency(ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Addendum. Seller shall not be responsible to pay any one-year home warranty plan.

7. **BANKRUPTCY COURT APPROVAL; OVERBIDDING.** The sale is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by Seller through and including the Bankruptcy Court hearing to confirm the sale. Payment of any and all real estate brokers' commissions is also subject to notice to creditors and approval by the Bankruptcy Court. Buyer acknowledges and agrees that Seller may not seek to obtain the Bankruptcy Court's approval if Seller has determined that it would be in the best interest of the Bankruptcy Estate not to do so.

8. **BROKERS.** Subject to Bankruptcy Court approval, Seller will pay a real estate agent's commission of **five percent (5%)** of the purchase price of the Property to be divided as follows: (1) two and a half percent (2.50%) to **Berkshire Hathaway HomeServices CA Properties (Broker/Agent Clarence Yoshikane)** representing the Seller; (2) two and a half percent (2.50%) to **EXP Realty of CA, Inc. (Broker/Agent Ivan Acosta)** representing the Buyer.

All such Brokers and agents are collectively referred to herein as the "Brokers." No commission or compensation shall be due or payable to Brokers in connection with this Addendum or sale except from the cash proceeds of an actual Sale of the Property that closes to Buyer. Buyer hereby represents and warrants that, other than the Brokers, Buyer has not dealt with any broker, finder or other person entitled to any fee, commission or other compensation in connection with the Sale and Buyer shall indemnify, defend and protect and hold Seller and the related Bankruptcy Estate harmless of, from and against any claims, demands, actions, causes of action, losses, liabilities and costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as Seller may suffer or incur in the event that any claims for any such fees, commissions or other compensation of any kind are hereafter asserted.

9. MATERIAL CHANGE OF CONDITION. In the event of any material change in the condition of the Property after the date of acceptance of this Counter-Offer, if Buyer demands repair of any resulting actual damage to the Property, Seller may, at Seller's sole option: (a) elect to terminate this Addendum, in which event Buyer's and Seller's obligations to buy or sell shall terminate and the full Deposit shall be refunded to Buyer; or (b) make required repairs at the Bankruptcy Estate's expense; or (c) assign any insurance proceeds for the damage to the Property to Buyer as of the close of the sale; or (d) credit the cost of such repairs to Buyer through escrow, it being agreed that in the event that Seller elects and complies with subpart 8(b), (c) or (d), Buyer's obligation to proceed with the Sale shall be unaffected by any such material change in the condition of the Property.

10. REMEDY FOR BUYER'S OR SELLER'S FAILURE TO CLOSE. Buyer's sole remedy in the event that the sale fails to close as a result of Seller's inability or failure to close for any reason, including but not limited to the reason of failure to obtain approval of the sale by the Bankruptcy Court, shall be the mutual release of Buyer's and Seller's obligations to buy or sell and a full refund of the Deposit (plus any increased thereof by Buyer). **In the event Buyer fails to close the sale for any reason other than Seller's default, after Buyer's contingencies have been removed as under Paragraphs 2 and 3, Buyer's Deposit (plus any increase, thereof by Buyer) shall be paid over to Seller and retained by Seller as liquidated damages without further legal action. This provision shall apply equally to the Deposit (and any increase, thereof by Buyer).**

JK TK [Buyer's Initials]

11. BANKRUPTCY COURT JURISDICTION. The U.S. Bankruptcy Court for the Central District of California shall have sole and exclusive jurisdiction to interpret and enforce the terms of this Addendum and Buyer hereby consents and submits to such exclusive jurisdiction. This Addendum shall be interpreted and enforced pursuant to the laws of the United States of America including the Bankruptcy Code, Title 11, United States Code.

12. "AS-IS," "WHERE-IS" CONDITION; NO WARRANTIES. Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Addendum is made "as-is," "where-is," and "with all faults," except as specifically provided in this Addendum. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, Addendums, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii)

suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body, including Buyer's agreement to purchase their own home warranty and comply with any and all government requirements and retrofit, at Buyer's expense, prior to close of escrow; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§ 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§ 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§ 6901, et seq.), the Toxic Substance Control Act (15 U.S. Code § 2601, et seq.), the Clean Water Act (33 U.S. Code § 1251, et seq.), California Health and Safety Code § 25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller's Broker shall, for all purposes of this Addendum, be deemed to have been disclosed to Buyer by the Seller, as well.

13. **BROKERS.** Brokers and agents herein have not and will not perform any inspections, investigations, or due diligence on behalf of Buyer unless otherwise specified herein. Buyer is informed that Buyer must arrange for any inspections and investigations desired by Buyer utilizing suitable third party professionals selected and compensated by Buyer. In no event shall Seller have any liability or responsibility for any representation, warranty, statement made, or information furnished by Brokers or agents herein, or any other person or entity, concerning the Property, this Addendum, or any other matter, unless expressly set forth in writing and signed personally by Seller.

14. **OPPORTUNITY TO INSPECT; BUYER'S SOLE RELIANCE.** Buyer represents, warrants, acknowledges, and agrees that Buyer has been given the opportunity to inspect and investigate the Property and all other facts and circumstances deemed by Buyer relevant and significant, and to review information and documentation affecting the Property. In deciding to proceed with the sale, Buyer is relying solely on Buyer's own inspections and investigation of the Property (including by any outside professionals whom Buyer has elected to engage for such services) and review of such information and documentation, and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that neither Seller nor the Brokers and agents herein nor any other person has made or makes any representations as to the accuracy or completeness of such information. Buyer hereby fully and irrevocably releases all such sources and preparers of information and documentation affecting the Property which were retained or engaged by Seller or Brokers or agents from any and all claims that Buyer may now or hereafter have against such sources and preparers of information, for any costs, expenses, losses, liabilities, damages, demands, actions, or causes of action arising from any such information or documentation. **NEITHER SELLER NOR BROKERS HAVE PROVIDED OR WILL PROVIDE ANY LEGAL OR TAX ADVICE TO BUYER.** Buyer is informed that Buyer must obtain any such advice, if desired by Buyer, from independent professionals selected and engaged by Buyer. **THE SALE WILL NOT BE CONTINGENT ON ANY WRITTEN APPRAISAL OF THE PROPERTY.**

15. **PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS.** **The sale shall be "as is," "where is," "with all faults," and with no warranty by or recourse whatsoever to Seller or Brokers or agents herein.**

A. **BUYER SHALL CONDUCT THOROUGH PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS MAY BE DETERMINED BY BUYER, THROUGH QUALIFIED PROFESSIONALS SELECTED BY BUYER.** Seller and Brokers and agents herein strongly recommend that Buyer fully exercise and not waive such inspections and investigations.

B. Buyer may at his sole discretion select and employ, at Buyer's expense, a licensed engineer(s), architect(s), contractor(s), geologist(s), pest control licensee(s), environmental consultant(s), or other qualified professional(s) to make inspection(s) and investigations of the Property, including, but not limited to, (i) its general structure, plumbing, heating, air conditioning (if any), electrical system, built-in appliances, cesspool/sewer/septic system, well, roof, soils, foundation, mechanical systems, pool, spa, related equipment and filters, sprinklers, and those other matters affecting the desirability of the Property (all if and only to the extent any such structures, systems, and components are presently a part of the Property); (ii) any actual or potential wood destroying pests or other conditions damaging to the Property or any portion thereof; (iii) environmental hazards, substances, products, or conditions, including without limitation, asbestos, formaldehyde, lead, lead-based paint, contaminated soil or water, fuel, chemical storage tanks, hazardous waste, electromagnetic fields, and radon gas, any of which may constitute a health risk; (iv) the presence or absence of any required governmental permits, inspections, applications, approvals, and certificates of occupancy, and compliance or lack of compliance with building codes and laws applicable to the Property; (v) plans and specifications

for the Property; (vi) all applicable zoning, municipal, county, state, and federal, including those affecting the past, current, or any future use of the Property; (vii) deed restrictions and other matters of public record which may govern, restrict, condition, or prohibit the use, alteration, or development of the Property; and (viii) generally, without limitation, any and all other items and matters of whatsoever nature, character, or description, which Buyer deems material to Buyer's interests, in, on, or affecting the Property; and to approve or disapprove said inspection within the period and in the manner set forth in Paragraph 2.

C. In the event Buyer is dissatisfied with the results of such inspection(s), Buyer may give written Notice of Cancellation to Seller strictly as and within the time provided in Paragraph 2. Buyer's failure to give such notice as and within the period specified therein shall conclusively be deemed Buyer's satisfaction and removal of such contingency and Buyer's election to proceed with the Sale.

16. COMPLETE AGREEMENT; NO OTHER REPRESENTATIONS OR WARRANTIES. Seller shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, contractor, or other person. Buyer further acknowledges and agrees Seller has no obligations to make repairs, replacements or improvements except as may otherwise be expressly stated herein. Without limiting any other provision hereof, Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in this Addendum, Buyer is relying solely upon Buyer's own investigation of the Property.

17. WRITTEN AFFIRMATION OF SELLER REQUIRED. Buyer understands that Seller may continue to receive and respond to other offers on the Property and may be making several Counter-Offer concurrently containing the same or different terms. This Counter-Offer shall not be binding until accepted by Buyer and executed by Buyer and Seller on the signature page below; and then approved by Seller, in Seller's sole discretion, in the form of the Seller's Affirmation of Addendum attached hereto as **Exhibit A** which, if so executed by Seller, will constitute Seller's Addendum that Seller will sell the Property to Buyer, subject to Bankruptcy Court approval, the rights of any overbidding parties, and the terms and conditions of this Addendum. Buyer further acknowledges that it would be imprudent and unrealistic to rely upon the expectation of entering into a binding Addendum regarding the subject matter of this Counter-Offer prior to receipt of Seller's Affirmation of Addendum, and further represents to Seller that any efforts to complete due diligence, to negotiate or to perform any of the obligations provided herein shall not be considered as evidence of binding intent without Seller's Affirmation of Addendum, and understands that BUYER'S ACCEPTANCE HEREOF SHALL HAVE NO FORCE OR EFFECT PRIOR TO BUYER'S RECEIPT OF SUCH AFFIRMATION OF ADDENDUM SIGNED BY SELLER.

18. ATTORNEYS' FEES. In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Addendum, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

19. LOAN CONTINGENCY. There shall be no loan contingency whatsoever.

20. TRUSTEE'S LIABILITY. The Buyer acknowledges that the Trustee is acting in his official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Addendum, including the Addendum, the assets, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of escrow, the United States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Addendum; and all disputes arising before and after closing shall be resolved in said Court. Further, the Trustee and the Buyer have agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.

21. HOLD HARMLESS. The Buyer understands the terms and conditions of the entire purchase contact and holds the Bankruptcy Estate and the realtors, brokers, agents, Lynda T. Bui, Trustee, Shulman Hodges & Bastian LLP, the law firm of which the Trustee is associated, agents and employees, harmless from any liabilities arising from this contact. All parties hereto further agree, jointly and severally, to pay on demand as well as to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which in good faith, Escrow may incur or sustain in connection with or arising out of this Escrow and Escrow is hereby given a lien upon all the rights, titles and interest of each of the undersigned in all escrow papers and other property and monies deposited in this escrow, to protect the rights of escrow and to indemnify and reimburse Escrow under this Addendum. In the event this Escrow is not completed for any reason, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.

22. EXPIRATION OF COUNTER-OFFER. This Counter-Offer shall expire if not accepted by Buyer by delivering a copy hereof, fully signed and initialed by Buyer, to Seller on or before close of business on **January 20, 2023**. Such acceptance shall nevertheless be subject to **Paragraph 17**.


[SIGNATURES ON THE FOLLOWING PAGE.]

I, the Buyer herein, have reviewed the foregoing Addendum and understand the terms and conditions set forth herein, and further agree to purchase the Subject Property pursuant to said terms and conditions.

Dated: January 14, 2023 | 8:09 PM PST Justin Karasek
Justin Karasek, Buyer

Dated: January 15, 2023 | 3:35 PM PST Theresa Karasek
Theresa Karasek, Buyer

I, Seller, agree to sell the Subject Property pursuant to the terms and conditions set forth herein.

Dated: 1/11/23 By: 
Lynda T. Bui in her sole capacity as Chapter 7
Trustee for the Bankruptcy Estate of *In re Marco*
Cesar Trillo Rodriguez, Case No. 6:22-bk-10148-
SY, and not in her individual capacity

SO AGREED.

TRUSTEE'S BROKER:

**Berkshire Hathaway HomeServices CA
Properties**

Dated: _____
Clarence Yoshikane, Trustee's Agent

BUYER'S BROKER:

EXP Realty of CA, Inc.

Dated: January 14, 2023 | 5:48 PM PST Ivan Acosta
Ivan Acosta, Buyer's Agent



CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 4/12)

No. One

The following terms and conditions are hereby incorporated in and made a part of the: Residential Purchase Agreement, Manufactured Home Purchase Agreement, Business Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Vacant Land Purchase Agreement, Residential Income Property Purchase Agreement, Commercial Property Purchase Agreement, Other _____

dated _____, on property known as _____

in which _____ is referred to as ("Buyer/Tenant") and Lynda T. Bui, Ch 7 Trustee is referred to as ("Seller/Landlord").

Minimum initial overbid to be at least \$5,000 with subsequent overbids to be \$1,000 or an amount acceptable to the Trustee. Overbidder to match all terms and conditions of original bid. If a successful overbidder is accepted and confirmed by the court, then the successful overbidder is to reimburse the original bidder up to: \$1,000 costs incurred. Only Physical Inspection, Termite Inspection, and Loan Appraisal are reimbursable expenses. Aforementioned Costs incurred to be collected by Escrow. Proof of monies spent to be given to Overbidder.

Buyer acknowledges that the trustee is a fiduciary and is obligated to obtain the best transaction for the estate. Trustee may terminate this agreement if he has a better transaction. Or if a motion to sell has been filed Trustee may recommend acceptance of another offer. Buyer acknowledges that Trustee is signing this agreement so the Buyer can start the process to obtain loan approval. So the Buyer is prepared to bid in the event there is an auction. Buyer Acknowledges that the Trustee may terminate this agreement an accept another offer if it is a better offer.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date January 8, 2023 | 9:01 PM PST

Date 1/11/23

Buyer/Tenant Justin Karasek

Seller/Landlord

Buyer/Tenant Theresa Karasek

Seller/Landlord Lynda T. Bui, Ch 7 Trustee for the Estate of: MARCO CEASAR TRILLO RODRIGUEZ

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Reviewed by _____ Date _____



ADM REVISED 4/12 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



ADDENDUM No. Two (C.A.R. Form ADM, Revised 12/21)



The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other dated 45323 Zuma Drive Temecula, CA 92592 in which Lynda T. Bui, Ch 7 Trustee is referred to as ("Buyer/Tenant") and is referred to as ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties." Listing Agent agrees to advance monies for Pool Repairs during the Escrow Period and Buyer Agrees to Reimburse Listing Agent for monies advanced up to \$5,000 at Close of Escrow. Proposal from AAA Premier Pool Services is attached as Exhibit No. 1 to this Addendum.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant Justin Karasek January 30, 2023 | 3:42 PM
Buyer/Tenant Theresa Karasek January 30, 2023 | 1:54 PM
Seller/Landlord Lynda T. Bui, Ch 7 Trustee Date 1/27/23

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ADM REVISED 12/21 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



Pre-Service Inspection Report

45323 Zuma dr, Temecula CA 92592

Some of these Items are not time sensitive but are included on this report to keep you, the customer informed, and for us here at AAA to be as thorough as possible.

- Chemistry: **Needs Attention:**



The chemistry is obviously terrible as the water is past green now and is black. This requires our Green2Clean service which includes draining, plaster scrub and clean, fill, chemical balancing, and addition of salt for the salt system.

- GFCI devices and other electrical: **Needs Attention:**



There appears to be no GFCI device for the underwater lights and also no breakers for the underwater lights, water feature pump, or filtration pump. This is extremely dangerous and not in compliance with NEC National Electrical Code.

- Underwater Lights: **Unknown:**

Due to the condition of the water the functional status of the underwater lights cannot be determined.

- Pump: **Needs Attention:**



The pump does not appear to be working and does not display anything on its screen despite receiving power.

- Chlorination System if Present: **Unknown:**



The salt system could not be tested until the filtration system is functional.

- Plumbing: **Unknown:**

The plumbing could not be tested until filtration system is functional.

- Autocleaner: **Needs Attention:**

No functional auto-cleaner is present. I noticed a non-functional one in the yard but it is in terrible shape and will not work to keep this pool clean, especially through this fall with all the trees around the pool.

- Plaster/Pebble-tec: **Unknown:**

Due to the condition of the water, the condition of the plaster cannot be determined.

- Filter: **Needs Attention:**



The filter needs a cleaning. As far as I can see that should be it for the filter.

Repair Quotes

Green2Clean _____ **\$650**

Breakers and GFCI Installation _____ **\$362**

Pump Replacement _____ **\$2,407**

Auto-Cleaner _____ **\$525**

Filter Cleaning _____ **\$125**

Acid Wash (if needed) _____ **\$500**

Underwater Light Fixture (if needed) _____ **\$658**

Two choices for you to choose from

\$1,000 before the work (not including acid wash and light fixture) and the remaining balance will be split into three monthly payments of \$1,023

\$1,500 before the work (including acid wash and/or light) and the remaining balance, whatever that would be depending on whats needed, would be split into 3 monthly payments.

Jennifer Toyama _____

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
100 Spectrum Center Drive, Suite 600, Irvine, CA 92618

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **February 9, 2023**, 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:

- **Chapter 7 Trustee:** Lynda T. Bui (TR) trustee.bui@shulmanbastian.com, C115@ecfbis.com
- **Attorney for Debtor:** Jenny L Doling jd@jdl.law, dolingjr92080@notify.bestcase.com; 15994@notices.nextchapterbk.com
- **Interested Party:** Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com
- **Interested Party:** Brandon J Iskander biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **Attorney for Trustee:** Rika Kido rkido@shulmanbastian.com, avernnon@shulmanbastian.com
- **Attorney for Trustee:** Leonard M Shulman lshulman@shulmanbastian.com
- **Interested Party:** United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On (*date*) **February 9, 2023**, 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 (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

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

February 9, 2023
Date

Erlanna Lohayza
Printed Name

/s/ Erlanna Lohayza
Signature

U.S. MAIL SERVICE LIST

Judge's Copy

U.S. Bankruptcy Court
Attn: Honorable Scott H. Yun
3420 Twelfth Street, Suite 345
Riverside, CA 92501

Buyer

Justin Karasek
Theresa Karasek
c/o Ivan Acosta
EXP Realty of CA, Inc.
2603 Camino Ramon, Suite 200
San Ramon, CA 94583

Buyer's Agent/Broker

Ivan Acosta
EXP Realty of CA, Inc.
2603 Camino Ramon, Suite 200
San Ramon, CA 94583

Trustee's Agent/Broker

Clarence Yoshikane
Berkshire Hathaway HomeServices CA Properties
1400 Newport Center Drive, Suite 200
Newport Beach, CA 92660

Secured Lender

JPMorgan Chase Bank N A
Bankruptcy Mail Intake Team
700 Kansas Lane Floor 01
Monroe, LA 71203-4774

Additional Notice for Secured Lender

JPMorgan Chase Bank, N.A.
c/o CT Corporation System
Agent for Service of Process
330 North Brand Blvd., Suite 700
Glendale, CA 91203

Additional Notice for Secured Lender

JPMorgan Chase Bank NA
Attn James Dimon CEO
1111 Polaris Parkway
Columbus, OH 43240

Judgment Lienholder

CMRE Financial Services, Inc.
3075 E. Imperial Highway, Suite 200
Brea, CA 92821

Additional Notice of Judgment Lienholder

Franklin J. Love, Esq.
800 S. Barranca Avenue, Suite 100
Covina, CA 91723

Interested Party

Riverside County Treasurer-Tax Collector
4080 Lemon Street, 1st Floor
PO Box 12005
Riverside, CA 92502-2205

CONTINUED ON ATTACHED.

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

Debtor, Creditors and Parties in Interest

DEBTOR

MARCO CEASAR TRILLO
RODRIGUEZ
45323 ZUMA DR
TEMECULA, CA 92592-5721

CLAIM FILED

EMPLOYMENT DEVELOPMENT
DEPT.
BANKRUPTCY GROUP MIC 92E
P.O. BOX 826880
SACRAMENTO, CA 94280-0001

COURT MAILING

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS: A-340
P.O. BOX 2952
SACRAMENTO, CA 95812-2952

COURT MAILING

AMERICAN EXPRESS
PO BOX 981537
EL PASO, TX 79998-1537

CLAIM FILED

AMERICAN EXPRESS
C/O BECKET AND LEE LLP
PO BOX 3001
MALVERN PA 19355-0701

CLAIM FILED

AMERICAN EXPRESS NATIONAL
BANK
C/O BECKET AND LEE LLP
PO BOX 3001
MALVERN PA 19355-0701

INTERESTED PARTY

ATLAS REALTY AND FINANCIAL
GROUP
C/O BINEST REALTY GROUP
23276 SOUTH POINTE DR SUITE
113
LAGUNA HILLS, CA 92563

COURT MAILING

APPLE CARD GS BANK USA
11850 S ELECTION RD
DRAPER, UT 84020-6887

COURT MAILING

BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

CLAIM FILED

BANK OF AMERICA, N.A.
PO BOX 673033
DALLAS, TX 75267-3033

COURT MAILING

CALVALRY PORTFOLIO SERVICES
IN RE CITIBANK
500 SUMMIT LAKE DR SUITE 400
VALHALLA, NY 10595-2321

COURT MAILING

CAPITAL ONE BANK USA NA
PO BOX 31293
SALT LAKE CITY, UT 84131-0293

CLAIM FILED

CAVALRY SPV I, LLC
PO BOX 4252
GREENWICH, CT 06831-0405

COURT MAILING

CAVALRY SPV I, LLC
AS ASSIGNEE OF CITIBANK NA /
THE HOME DEPOT
PO BOX 4252
GREENWICH, CT 06831-0405

COURT MAILING

CAVALRY SPV I, LLC
AS ASSIGNEE OF CITIBANK NA /
COSTCO
PO BOX 4252
GREENWICH, CT 06831-0405

COURT MAILING

CHRISTOPHER M. ENGELS ESQ
IN RE: LUCINDA BLOOM
600 ANTON BLVD FLOOR 11
COSTA MESA, CA 92626-7100

CLAIM FILED

CHRISTOPHER R. CLARK ESQ
IN RE NILOUFAR N. KHORSHID
5120 CAMPUS DRIVE SUITE 200
NEWPORT BEACH, CA 92660-2101

COURT MAILING

CITIBANK
399 PARK AVENUE
NEW YORK, NY 10022-4614

COURT MAILING

CLARK CAMERON ESQ
IN RE HUDSON INSURANCE
COMPANY
23901 CALABASAS ROAD SUITE
1069
CALABASAS, CA 91302-1583

CLAIM FILED

DISCOVER BANK
DISCOVER PRODUCTS INC
PO BOX 3025
NEW ALBANY, OH 43054-3025

PREFERRED ADDRESS

DISCOVER FINANCIAL SERVICES
LLC
PO BOX 3025
NEW ALBANY OH 43054-3025

COURT MAILING

EMPLOYMENT DEVELOPMENT
DEPARTMENT
BANKRUPTCY GROUP MIC 92E,
PO BOX 826880
SACRAMENTO, CA 95814

COURT MAILING

ENGELS LAW APC
IN RE: LUCINDA BLOOM
600 ANTON BLVD FLOOR 11
COSTA MESA, CA 92626-7100

COURT MAILING

FINGAL FAHRNEY & CLARK LLP
IN RE NILOUFAR N. KHORSHID
5120 CAMPUS DRIVE SUITE 200
NEWPORT BEACH, CA 92660-2101

COURT MAILING

HUDSON INSURANCE
COMPANY
HUMPHREY, BERGER &
ASSOCIATES
23901 CALABASAS RD., SUITE
1069
CALABASAS, CA 91302-1583

CLAIM FILED

HUMPHERY BURGER & ASSC LLP
IN RE HUDSON INSURANCE
COMPANY
23901 CALABASAS ROAD SUITE
1069
CALABASAS, CA 91302-1583

CLAIM FILED

INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY
OPERATION
P.O. BOX 7346
PHILADELPHIA, PA 19101-7346

CLAIM FILED

JPMORGAN CHASE BANK, N.A.
S/B/M/T CHASE BANK USA, N.A.
C/O ROBERTSON, ANSCHUTZ &
SCHNEID, P.L.
6409 CONGRESS AVENUE,
SUITE 100
BOCA RATON, FL 33487-2853

**CLAIM FILED - PREFERRED
ADDRESS**

JEFFERSON CAPITAL SYSTEMS
LLC
PO BOX 7999
SAINT CLOUD MN 56302-7999

COURT MAILING

LVNV FUNDING LLC
IN RE CITIBANK NA
C/O RESURGENT CAPITAL
PO BOX 1269
GREENVILLE, SC 29602-1269

CLAIM FILED

LVNV FUNDING, LLC
RESURGENT CAPITAL
SERVICES
PO BOX 10587
GREENVILLE, SC 29603-0587

COURT MAILING

MERCEDES-BENZ FINANCIAL
SERVICES
13650 HERITAGE PARKWAY
FORT WORTH, TX 76177

COURT MAILING

LUCINDA BLOOM
IN RE 30-2019-01103219-CU-OR-
CJC
22772 CASEDA
MISSION VIEJO, CA 92691-1720

COURT MAILING

LUCINDA BLOOM TRUSTEE OF
THE
BLOOM FAMILY TRUST (U/A/D
02/15/2007)
C/O ENGLES LAW APC
600 ANTON BLVD FLOOR 11
COSTA MESA, CA 92626

COURT MAILING

NILOUFAR N. KHORSHID
IN RE 30-2019-01103219-CU-OR-
CJC
20 PRARIE
IRVINE, CA 92618-8840

COURT MAILING

NILOUFAR N. KHORSHID
C/O CHRISTOPHER R CLARK ESQ
5120 CAMPUS DRIVE SUITE 200
NEWPORT BEACH, CA 92660

COURT MAILING

PAYAM NICK BINESH &
CATHERINE BINESH
BINESH REALTY GROUP
23276 SOUTH POINTE DR SUITE
113
LAGUNA HILLS, CA 92563

COURT MAILING

TD BANK USA NA
ATTN MIKE PEDERSENT, CEO
ONE PORTLAND SQUARE
PORTLAND, ME 04101

COURT MAILING

TOYOTA MOTOR CREDIT CORP
PO BOX 9786
CEDAR RAPIDS, IA 52409-0004

AMENDED SCHEDULE D

TOYOTA FINANCIAL SERVICES
ATTN MARK TEMPLIN CEO
6565 HEADQUARTERS DRIVE
W2-5A
PLANO, TX 75024

RETURNED MAIL

COURT MAILING

RIVERSIDE DIVISION
3420 TWELFTH STREET,
RIVERSIDE, CA 92501-3819
N/A

COURT MAILING

SUPERIOR COURT OF
CALIFORNIA
COUNTY OF ORANGE
IN RE 30-2019-01103219-CU-OR-
CJC
700 CIVIC CENTER DRIVE WEST
SANTA ANA, CA 92701-4045
N/A

PREFERRED ADDRESS

JPMORGAN CHASE BANK N A
BANKRUPTCY MAIL INTAKE TEAM
700 KANSAS LANE FLOOR 01
MONROE LA 71203-4774
DUPLICATE

NEF-COUNSEL FOR THE DEBTOR

GREGORY D ANGUS ESQ
LAW OFFICE OF GREGORY D
ANGUS
6825 MAGNOLIA AVE, SUITE C
RIVERSIDE, CA 92506-2836
TERMINATED 7/20/2022

PREFERRED ADDRESS

HUDSON INSURANCE
COMPANY
ATTN ATTN LEGAL
DEPARTMENT
100 WILLIAM STREET, 5TH
FLOOR
NEW YORK NY 10038-5044

RETURNED 9/29/2022,
UNDELIVERABLE

AMENDED SCHEDULE D

MATTHEW JENNINGS
TREASURER-TAX COLLECTOR
4080 LEMON STREET, 1ST FL
PO BOX 12005
RIVERSIDE, CA 92502-2205
DUPLICATE