

1 RON BENDER (SBN 143364); [rb@lnbyb.com](mailto:rb@lnbyb.com)  
2 BETH ANN R. YOUNG (SBN 143945) [bry@lnbyb.com](mailto:bry@lnbyb.com)  
3 MONICA Y. KIM (SBN 180139); [myk@lnbyb.com](mailto:myk@lnbyb.com)  
4 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.  
5 10250 Constellation Blvd., Suite 1700  
6 Los Angeles, California 90067  
7 Telephone: (310) 229-1234  
8 Facsimile: (310) 229-1244

9 Attorneys for David K. Gottlieb, Chapter 7 Trustee

10  
11 **UNITED STATES BANKRUPTCY COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA, SAN FERNANDO VALLEY DIVISION**  
13

14 In re

15 DUANE DANIEL MARTIN AND TISHA  
16 MICHELLE MARTIN,

17 Debtors.

18 David K. Gottlieb in his capacity as Chapter 7  
19 Trustee of the Bankruptcy Estate of Duane  
20 Daniel Martin and Tisha Michelle Martin,

21 Plaintiff,

22 v.

23 ROXE, LLC, a California limited liability  
24 company; DEREK FOLK, an individual; and  
25 MICHAEL MARTIN, an individual, and Doe  
26 1 through DOE 10, inclusive,

27 Defendants.

Case No. 1:16-10045-VK

Chapter 7

Adv. No. \_\_\_\_\_

**COMPLAINT TO:**

1. **QUIET TITLE OF REAL  
PROPERTY LOCATED AT 22401  
SUMMITRIDGE CIRCLE,  
CHATSWORTH, CA 91311; AND**
2. **RECOVER PROPERTY OF THE  
ESTATE**

28 Plaintiff David K. Gottlieb, Chapter 7 Trustee (“Trustee” and “Plaintiff”) for the bankruptcy  
estate of Duane Daniel Martin and Tisha Michelle Martin (collectively, the “Debtors” or  
individually by name), avers and complains, by way of this Complaint, as follows:

**JURISDICTION AND VENUE**

1  
2 1. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§  
3 151, 157, and 1334, and 11 U.S.C. §§ 105 and Local Rules and Orders of the United States District  
4 Court for the Central District of California governing the reference and conduct of proceedings  
5 arising under or related to cases under Title 11 of the United States Code, including General Order  
6 No. 266, dated October 9, 1984.

7  
8 2. This adversary proceeding is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (E)  
9 and (O).

10 3. Venue is proper in this Court under 28 U.S.C. § 1409(a) as this adversary proceeding  
11 arises under and in connection with a case under Title 11 which is pending in this district.

12 4. On January 7, 2016 ("Petition Date"), the Debtors filed a voluntary petition under  
13 Chapter 7 of the Bankruptcy Code.

14  
15 **PARTIES**

16 5. Plaintiff is the duly appointed Chapter 7 trustee of the bankruptcy estate of the  
17 Debtors.

18 6. Defendant Roxe, LLC ("Roxe") is a California limited liability company, formed on  
19 October 30, 2012, operating within the jurisdiction of this Court.

20  
21 7. Plaintiff is informed and believes and thereon alleges Roxe was formed at the  
22 direction of Debtor Duane Daniel Martin ("D. Martin") for the purpose of concealing his ownership  
23 interest in the real property commonly known as 22401 Summitridge Circle, Chatsworth, CA 91311  
24 (the "Real Property").

25 8. Plaintiff is informed and believes and thereon alleges that Derek Folk ("Folk") was  
26 one of the two putative founding members of Roxe, and at all pertinent times set forth herein, Folk  
27 served as Roxe's accountant from Roxe's origination, through at least February 28, 2018, when Folk  
28

1 purported to resign from Roxe, as discussed in ¶ 9 herein below.

2 9. Plaintiff is informed and believes and thereon alleges that on February 28, 2018, Folk  
3 purported to: (a) withdraw from Roxe; (b) change the agent for service of process to Michael Martin  
4 (the other putative founding member of Roxe); and (c) change the business address for Roxe from  
5 4311 Wilshire Blvd., Suite 315, Los Angeles, CA 90010 (Folk's office) to Roxe's new business  
6 address, 9909 Topanga Canyon Blvd., Unit 134, Chatsworth, CA 91312, which address is  
7 associated with Michael Martin ("Roxe's Address").  
8

9 10. Plaintiff is informed and believes and thereon alleges that Michael Martin ("M.  
10 Martin") is the other putative founding member of Roxe, and is the brother of D. Martin.

11 11. Plaintiff is informed and believes and thereon alleges that Roxe's Address is virtually  
12 the same as the Debtors' addresses as reflected on the Docket in Debtors' chapter 7 bankruptcy case,  
13 with the only difference being the "suite number," which for D. Martin is Suite 234, as compared to  
14 M. Martin's suite number, Suite 134.  
15

16 12. Plaintiff is informed and believes and thereon alleges that D. Martin is the alter ego  
17 of Roxe, by reason of the following:

18 a. Plaintiff is informed and believes and thereon alleges that, at all times herein  
19 mentioned, D. Martin dominated, influenced and controlled Roxe and the officers and  
20 members thereof, as well as the business, property and affairs of Roxe;

21 b. Plaintiff is informed and believes and thereon alleges that, at all times herein  
22 mentioned, there existed and now exists a unity of interest and ownership between D. Martin  
23 and Roxe, the individuality and separateness of each having never existed or ceased;

24 c. Plaintiff is informed and believes and thereon alleges that, at all times herein  
25 mentioned, Roxe has been and now is a mere shell and naked framework which D. Martin  
26 uses as a conduit for the conduct of his personal business, property and affairs;  
27  
28

1 d. Plaintiff is informed and believes and thereon alleges that, at all times herein  
2 mentioned, Roxe was created and continued pursuant to a fraudulent plan, scheme and  
3 device conceived and operated by D. Martin to conceal his ownership of the Real Property  
4 from D. Martin's creditors, including Plaintiff;

5 e. Plaintiff is informed and believes and thereon alleges that, at all times herein  
6 mentioned, Roxe was formed with capitalization totally inadequate for the business in which  
7 it was engaged, with neither Folk nor M. Martin contributing any capital at the time of  
8 Roxe's formation, or otherwise; and  
9

10 f. Plaintiff is informed and believes and thereon alleges that, at all times herein  
11 mentioned, by virtue of the foregoing, adherence to the fiction of the separate existence of  
12 Roxe and D. Martin would, under the circumstances, sanction a fraud and promote injustice  
13 in that Plaintiff and the creditors of Debtors' bankruptcy estate would be deprived of a  
14 valuable asset of the estate, including the Real Property.  
15

16 **GENERAL ALLEGATIONS**

17 13. Plaintiff is informed and believes and thereon alleges that on or about March 1, 2006,  
18 D. Martin purchased the Real Property from Annig Davitian for the sum of \$900,000, of which the  
19 sum of \$650,000 was financed with a loan (the "Acquisition Loan") by IndyMac Bank, FSB  
20 ("IndyMac").

21 14. Plaintiff is informed and believes and thereon alleges that on or about July 3, 2007,  
22 D. Martin borrowed from IndyMac the additional sum of \$1,950,000 for the purpose of constructing  
23 the Martin family home on the Real Property (the "Construction Loan," and together with the  
24 Acquisition Loan, the "IndyMac Loans"). At some point, IndyMac was taken over by the Federal  
25 Deposit Insurance Corporation. Plaintiff is informed and believes and thereon alleges that some  
26 time thereafter, One West Bank acquired the beneficial interest in the IndyMac Loans.  
27  
28

1           15. Plaintiff is informed and believes and thereon alleges that on or about September 23,  
2 2009, D. Martin quitclaimed the Real Property to the Campbell-Martin Family Trust.

3           16. Plaintiff is informed and believes and thereon alleges that after September 23, 2009,  
4 D. Martin intentionally caused the IndyMac Loans to go into default in order to negotiate a short  
5 sale of the Real Property.

6           17. Plaintiff is informed and believes and thereon alleges that D. Martin directly  
7 negotiated with IndyMac (and/or OneWest Bank) a short sale of the Real Property to Roxe for an  
8 amount less than owing on the IndyMac Loans.

9           18. Plaintiff is informed and believes and thereon alleges that Roxe became the owner  
10 of the Real Property on November 30, 2012 for the discounted sum of \$1,380,000.

11           19. Plaintiff is informed and believes and thereon alleges that neither Folk nor M. Martin  
12 ever invested any money in Roxe, and that all of the money needed to finance Roxe's purchase of  
13 the Real Property came from a loan arranged by D. Martin from his friends, Will Smith and Jada  
14 Pinkett Smith, through their company, TB Properties, LLC (the "Friendly Loan").

15           20. Plaintiff is informed and believes and thereon alleges that in order to acquire the Real  
16 Property, Roxe borrowed the sum of \$1,407,651 from TB Properties, LLC.

17           21. Plaintiff is informed and believes and thereon alleges that on November 30, 2012,  
18 through a double escrow at Beverly Hills Escrow: (a) TB Properties, LLC recorded a deed of trust  
19 on the Real Property in the sum of \$1,407,651, with Roxe LLC named as the Borrower; (b) the  
20 IndyMac Loans were satisfied for the discounted payment in the sum of \$1,380,000; and (c) Roxe  
21 obtained title to the Real Property from the Debtors via a Grant Deed.

22           22. Plaintiff is informed and believes and thereon alleges on or about December 1, 2012,  
23 Debtors and Roxe purported to enter into that certain Residential Lease whereby Debtors leased the  
24 Real Property (a 9,000 square foot ultra-luxury home in the hills of Chatsworth, with sweeping

25  
26  
27  
28

1 views and majestic appointments) from Roxe for the monthly rate of \$5,000 (the "Lease"). A true  
2 and correct copy of the Lease is attached hereto as Exhibit "A" and is incorporated herein by this  
3 reference and made a part hereof.

4 23. Plaintiff is informed and believes and thereon alleges that from and after at least  
5 September 23, 2009, Debtors lived at the Real Property until in or about January 2018, when Tisha  
6 Michelle Martin ("T. Campbell") filed for divorce from D. Martin and T. Campbell moved to  
7 another residence.

8  
9 24. Plaintiff is informed and believes and thereon alleges that D. Martin continues to  
10 reside at the Real Property through the present.

11 25. Plaintiff is informed and believes and thereon alleges that, on or about July 25, 2018,  
12 at the direction of D. Martin, the Real Property was listed for sale with Keller-Williams, priced at  
13 the sum of \$2,695,000.

14 26. Plaintiff is informed and believes and thereon alleges that D. Martin caused the Real  
15 Property to be listed for sale with the intention of pocketing all of the sales proceeds in excess of  
16 the Friendly Loan (the "Sales Proceeds"). Plaintiff is informed and believes and thereon alleges that  
17 the Sales Proceeds are in excess of \$1,300,000.

18  
19 27. Plaintiff is informed and believes and thereon alleges that when Folk learned of D.  
20 Martin's scheme to pocket the Sales Proceeds, Folk terminated his interest in Roxe and resigned.

21 28. Plaintiff is informed and believes and thereon alleges that the Lease was a sham  
22 which was never intended by the parties to be performed and that Debtors have not made all of the  
23 payments as required under the terms of the Lease because of the Friendly Loan.

24  
25 29. On August 28, 2018, Plaintiff caused to be recorded in the Recorder's Office for the  
26 County of Los Angeles a Lis Pendens, bearing Instrument No. 20180870309 (the "Lis Pendens")  
27 and also filed the Lis Pendens in the Debtors' Bankruptcy Case [Docket No. 193]. A true and correct  
28

1 copy of the Lis Pendens is attached hereto as Exhibit "B" and is incorporated herein by this reference  
2 and made a part hereof.

3 **FIRST CLAIM FOR RELIEF**

4 **(Quiet Title Against Defendants Roxe, Folk and M. Martin)**

5 30. Plaintiff re-alleges and incorporates herein by this reference the foregoing paragraphs  
6 1 through 29 of this Complaint as if set forth in full herein.

7 31. The property which is the subject of this action is the Real Property.

8 32. Plaintiff is informed and believes and based thereon alleges that the street address of  
9 the Real Property, as set forth above, is: 22401 South Summit Ridge Circle, Chatsworth, CA 91311.  
10 The legal description of this property is: APN is 2727-022-042; Lot 42 of Tract No. 39812, in the  
11 City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 1069  
12 pages 76 to 82 inclusive of maps, in the office of the county recorder of said county.

13 33. Plaintiff is informed and believes and thereon alleges that Debtors are the true owners  
14 of the Real Property as of the Petition Date, but for D. Martin's diversion of title to the Real Property  
15 to Roxe through the transactions reflected herein.

16 34. Plaintiff is informed and believes and thereon alleges that Roxe has no legal interest  
17 in the Real Property.

18 35. Plaintiff is informed and believes and thereon alleges that Folk does not claim an  
19 interest in Roxe or the Real Property. Plaintiff is unaware of M. Martin's position regarding his  
20 putative interest in Roxe.

21 36. If, however, Roxe or M. Martin claim any interest or right to the Real Property, that  
22 claim, if any, is without any right, estate, title or interest in the Real Property.

23 37. Plaintiff seeks to quiet title to Plaintiff legal title to the Real Property as of the  
24 Petition Date for the benefit of the creditors of Debtors' bankruptcy estate.

**SECOND CLAIM FOR RELIEF**

**(For Turnover of Property - 11 U.S.C. § 542**

**Against Defendants Roxe, Folk and M. Martin)**

38. Plaintiff re-alleges and incorporates herein by this reference the foregoing paragraphs 1 through 29 of this Complaint as if set forth in full herein.

39. Plaintiff's legal and/or equitable interest in the Real Property constitutes property of the Debtors' bankruptcy estate pursuant to 11 U.S.C. § 541.

40. The Real Property is property that Plaintiff may use or sell under 11 U.S.C. § 363. Plaintiff is informed and believes, and based thereon alleges that Roxe is fraudulently in legal possession of title to the Real Property which D. Martin presently resides in.

41. Roxe has an affirmative duty to turn over legal title of the Real Property to Plaintiff as property of Debtors' estate so that it can be monetized and distributed to Debtors' creditors holding allowed claims.

42. Legal title to the Real Property should be turned over to Plaintiff pursuant to 11 U.S.C. § 542.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for a judgment on this Complaint, as it may be amended from time to time, as follows:

**On the First Claim for Relief, for Quiet Title:**

1. For a declaration and judgment that:
  - a. Plaintiff as Chapter 7 Trustee of Debtors' bankruptcy estate is the true and correct owner of the Real Property;
  - b. Plaintiff's legal title in and to the Real Property be quieted;
  - c. Defendants Roxe, Folk and M. Martin, and each of them, be adjudged to have no



1 right, title, estate, lien, or interest in or to the Real Property; and

2 2. For such other and further relief as the Court deems just and proper.

3 **On the Second Claim for Relief for Turnover of Property of the Estate:**

4 3. For a judgment compelling Defendants Roxe, Folk and M. Martin, and each of them,  
5 to turn over legal title to the Real Property to Plaintiff pursuant to 11 U.S.C. § 542; and

6 4. For such other and further relief as the Court deems just and proper.  
7

8  
9 DATED: September 17, 2018 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.

10 By: /s/ Beth Ann R. Young

11 BETH ANN R. YOUNG

12 MONICA Y. KIM

13 Attorneys for Plaintiff David K. Gottlieb, Chapter 7 Trustee  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT "A"

### RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE ("Lease") dated as of DECEMBER 1, 2012, is entered into between Roxe', LLC, a California limited liability company ("Landlord") and Duane Martin and Tisha Campbell-Martin, individuals (collectively "Tenant").

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### Section 1. Lease

Tenant leases from Landlord the premises located at 22401 South Summit Ridge Circle, Chatsworth, California 91311, and consisting of a single-family home on the terms and conditions contained in this Lease (collectively, "Leased Premises").

#### Section 2. Term

The term of this Lease shall commence on DECEMBER 1, 2012, and continue for a period of Ten (10) years.

#### Section 3. Deposit

Tenant has delivered to Landlord a deposit in the amount of Ten Thousand \$10,000.00 ("Security Deposit"). The Security Deposit shall be held by Landlord as security for Rent and as security for the performance of Tenant's obligations under this Lease pursuant to Section 16.

#### Section 4. Rent

Rent shall be \$ 5,000.00 per month ("Monthly Rent"), payable in advance, on the first day of each calendar month to Landlord or Landlord's authorized agent, at the following address: 4311 Wilshire Boulevard, Suite 315, Los Angeles, California 90010 or at any other place designated by Landlord from time to time. If Tenant takes possession of the Leased Premises on a date other than the first day of a calendar month, the first rent payment shall be prorated in accordance with the then remaining number of days in the month. Tenant agrees to pay a charge of \$ 50.00 for each dishonored check.

Upon each annual anniversary of the date of this Lease, the Monthly Rent shall be adjusted either up or down in an amount that reflects the percentage change in the prime lending rate on said annual anniversary relative to the prime lending rate one year prior. As stated herein, Monthly Rent may be adjusted either up or down but the adjusted Monthly Rent shall never be lower than the initial Monthly

Rent set forth in the immediately preceding paragraph.

#### **Section 5. Utilities**

Tenant shall be responsible for the payment of all utilities and services to the Leased Premises.

#### **Section 6. Use**

The Leased Premises shall be used as a private dwelling and for no other purpose, without Landlord's prior written consent.

#### **Section 7. Compliance with Law**

Tenant shall comply with all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities now or later in force pertaining to the use of the Leased Premises.

#### **Section 8. Maintenance and Alterations**

Except as set forth in this Lease, Tenant agrees that as of the delivery of possession the Leased Premises are in good working order and repair. Tenant shall, at Tenant's own expense and at all times, maintain the Leased Premises in good working order and repair, including all grounds and/or fixtures, and shall surrender the Leased Premises at termination of this Lease in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by Tenant's negligence and that of Tenant's family, invitees, and guests. Tenant shall not commit or allow any person to commit any act resulting in the destruction, defacement, damage, or impairment of any part of the Leased Premises.

#### **Section 9. Entry**

Landlord shall have the right to enter the Leased Premises for the purposes of making necessary or agreed repairs and for showing the Leased Premises to prospective tenants, purchasers, or mortgagees, provided that, except in the case of an emergency, such entry shall be made during normal business hours and upon at least twenty-four (24) hours' prior notice. In the case of an emergency or Tenant's abandonment or surrender of the Leased Premises, Landlord or Landlord's agent may enter the Leased Premises at any time, without obtaining Tenant's prior consent. Tenant agrees not to change the locks or add locks to the entrances of the Leased Premises without the prior consent of Landlord and without providing Landlord with a key to any locks.

#### **Section 10. Indemnification.**

Landlord shall not be liable for any damage or injury to Tenant or any other person, or to any property, occurring on the Leased Premises or any part of the Leased Premises, unless the damage is the proximate result of the gross negligence or willful misconduct of Landlord, Landlord's agents, or Landlord's employees. Tenant agrees to indemnify, defend, and hold harmless Landlord for any liability, costs (including reasonable attorney's fees), or claims for personal injuries or property damage caused by the negligent, willful, or intentional act or omission to act of Tenant or Tenant's guests or invitees. Each party waives the right of subrogation against the other party.

#### **Section 11. Delay of Possession**

If delivery of possession of the Leased Premises by Landlord at the commencement of the Term is delayed, Landlord shall not be liable for any damage caused by the delay, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within ten (10) days of the commencement of the Term.

#### **Section 12. Assignment and Subletting**

Tenant shall not assign this Lease or any interest under this Lease or sublet the Leased Premises or any portion of the Leased Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. The Landlord's consent shall not be deemed unreasonably withheld for any reasonable objection, including but not limited to the following: (a) the proposed assignee or subtenant does not have the financial ability or stability to carry out the tenant's or optionee's obligations under this Lease, (b) the proposed assignee or subtenant would change the use of the Leased Premises, (c) the proposed assignee or subtenant has a poor credit history or poor history with previous landlords, or (d) the proposed assignee or subtenant does not satisfy the standards then used by Landlord for approving tenants or optionees.

#### **Section 13. Abandoned Property**

If Tenant abandons or surrenders the Leased Premises, Landlord may consider any personal property left on the Leased Premises to be abandoned and may dispose of it in any manner allowed by law. If Landlord reasonably believes that the abandoned personal property has a total resale value of less than \$300, Landlord may keep the personal property for Landlord's use or otherwise dispose of it in accordance with law. All personal property on the Leased Premises is made subject to a lien in favor of Landlord for the payment of all sums due under this Lease, to the maximum extent allowed by law.

#### **Section 14. Default**

If Tenant fails to pay rent when due, or to perform any term of this Lease, after not less than three (3)

days' written notice of default given in the manner required by law, Landlord, at Landlord's option, may terminate all rights of Tenant under this Lease, unless Tenant, within the time specified, cures the default.

#### **Section 15. Remedies**

If Tenant defaults, Landlord may elect to:

(a) continue the lease in effect, and enforce all Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due, or

(b) at any time, terminate all of Tenant's rights under this Lease, and recover from Tenant all damages Landlord may incur by reason of the breach of the lease, including the cost of recovering the Leased Premises and including the worth at the time of the termination or at the time of an award if suit is instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss that the tenant proves could be reasonably voided.

In addition to any other rights and remedies allowed by this Lease or by law, Landlord shall have the remedies as set forth in Civil Code §§ 1951.2 and 1951.4.

#### **Section 16. Security Deposit**

Tenant will deposit with Landlord the Security Deposit. Landlord will hold the Security Deposit for the full and timely performance by Tenant of Tenant's obligations under this Lease, including payment of rent and cleaning, maintaining, and repairing the Leased Premises after surrender. If all or any portion of Tenant's Security Deposit is applied by Landlord during the term of this Lease, Landlord may demand that Tenant replenish the full amount applied. Tenant's failure to replenish the amount within five (5) days after written demand will constitute a breach of this Lease.

#### **Section 17. Attorney Fees**

In any legal action brought by either party to enforce the terms of this Lease or relating to the Leased Premises, the prevailing party shall be entitled to all costs incurred in connection with that action, including reasonable attorney's fees.

#### **Section 18. Waiver**

No failure of Landlord to enforce any term of this Lease shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount of rent.

### **Section 19. Notices**

Any notice that either party may or is required to give, may be given by mailing the notice, postage prepaid, to Tenant at the Leased Premises or to Landlord at the address shown above or at any other place designated by the parties from time to time.

### **Section 20. Successors and Assigns**

This Lease is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Landlord and Tenant.

### **Section 21. Time**

Time is of the essence in this Lease.

### **Section 22. Holding Over**

Any holding over after expiration of the Lease, with the consent of Landlord, shall be construed as a month-to-month tenancy in accordance with the terms of this Lease, as applicable. No holding over or extension of this Lease shall extend the time for the exercise of the option unless agreed upon in writing by Landlord.

### **Section 23. Late Charges and Default Interest**

If Tenant fails to pay the Monthly Rent within five (5) days after the due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damage to Landlord caused by that failure and therefore agrees to pay a late charge of \$ \_\_\_\_\_ plus interest at \_\_\_% per annum commencing on the date on which the delinquent amount was due. The amounts due under this Section are in addition to and not in lieu of any other remedies of Landlord.

### **Section 24. Right of First Refusal**

In the event that Landlord, during the term of this Lease, desires to sell the Leased Premises to any third party, Tenant shall have the right of first refusal to purchase the Leased Premises from Landlord at the price offered by the third party. In the event that Landlord desires to sell the Leased Premises to any third party, Landlord shall present to Tenant in writing the terms offered by said third party. Tenant shall then have Thirty (30) calendar days to notify Landlord in writing of Tenant's exercise of this right

of first refusal. Tenant's failure to notify Landlord of Tenant's exercise of this first refusal shall be deemed to be a waiver of said right of first refusal. In the event that Tenant exercises this right of first refusal, Landlord and Tenant shall enter into a residential real estate purchase agreement and shall close the sale within Ninety (90) days after the date of that residential real estate purchase agreement. In the event that Tenant exercises the right of first refusal, Tenant shall be credited towards the purchase price an amount equal to One Third (1/3) of the total Monthly Rent payments that Tenant has made over the term of this Lease.

#### **Section 25. Construction**

Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Lease. The singular form shall include plural, and vice versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease.

#### **Section 26. Further Assurances**

Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements contemplated by this Lease. Each party also agrees to do any other acts and to execute, acknowledge, and deliver any documents requested to carry out the intent and purpose of this Lease.

#### **Section 27. Third-Party Rights**

Nothing in this Lease, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Lease.

#### **Section 28. Integration**

This Lease and the attached exhibits contain the entire agreement between the parties regarding the subject matter of the Lease, and this Lease expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties regarding those matters.

#### **Section 29. Counterparts**

This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.



**Section 30. Amendment**

This Lease may not be amended or altered except by an instrument in writing executed by Landlord and Tenant.

**Section 31. Partial Invalidity**

Any provision of this Lease that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall have no effect, but all the remaining provisions of this Lease shall remain in full force.

**Section 32. Insurance, Taxes.**

Landlord shall obtain and maintain at all times during the term of this Lease policies of liability and property insurance in amounts adequate to cover the Leased Premises. Tenant shall obtain and maintain at all times during the term of this Lease policies of renter's insurance in amounts adequate to cover Tenant's possessions that are kept and/or maintained in or on the Leased Premises, as appropriate. Landlord shall be solely responsible for the payment of any and all taxes, including but not limited to property taxes, on the Leased Premises.

**Section 33. Joint and Several Liability**

If Tenant is more than one person, each person shall be jointly and severally liable for the performance of Tenant's obligations under this Lease.

**Section 34. Conduct of Tenant**

Tenant shall not create a nuisance on the Leased Premises.

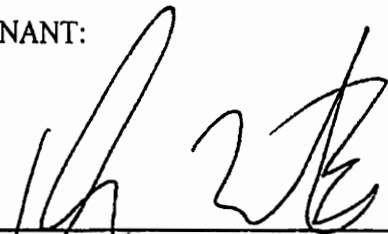
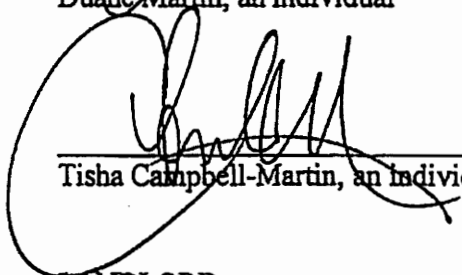
**Section 35. Governing Law**

The validity, meaning, and effect of this Lease shall be determined in accordance with California law.

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, Tenant and Landlord have executed this Lease as of the date first above written.

TENANT:

  
\_\_\_\_\_  
Duane Martin, an individual  
\_\_\_\_\_  
Tisha Campbell-Martin, an individual

LANDLORD:


ROXE', LLC, a California limited liability  
company

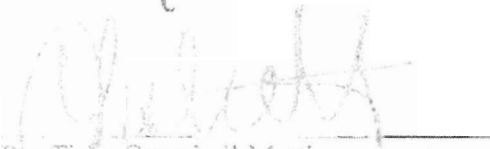
\_\_\_\_\_  
By: Michael Martin  
Its: Manager

IN WITNESS WHEREOF, the parties have executed this Short Sale Purchase and Sale Agreement as of  
the date first written above.

SELLER:

THE CAMPBELL, MARTIN FAMILY  
TRUST DATED AUGUST 29, 2001, AS  
AMENDED

  
By: James Martin, co-trustee

  
By: Tisha Campbell-Martin, co-trustee

BUYER:

ROXB, LLC, a California limited liability  
company

  
By: Derek Folk  
Its: Manager

**Section 26. Time is of the Essence**

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

**Section 27. Saturdays, Sundays, and Holidays**

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

**Section 28. Waiver**

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

**Section 29. Arbitration of Disputes**

Any dispute or claim in law or equity between Purchaser and Seller arising out of this Agreement shall be decided by neutral, binding arbitration in Los Angeles, California, and not by Court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") commercial rules. The arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civ. Procedure. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code Civ. Proc., § 1283.05.

[SIGNATURES CONTAINED ON NEXT PAGE]

### **Section 20. Attorney's Fees**

If any legal action, arbitration or other proceeding is brought involving a dispute between the parties or arising out of the execution of this Agreement or sale of the Property, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

### **Section 21. Agreement to Perform Necessary Acts**

Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

### **Section 22. Notices**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom notice is to be given or, on the second (2nd) day after mailing if mailed to the party to whom notice is to be given, by First Class Mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To Seller at: Duane Martin and Tisha Campbell-Martin, Co-Trustees, 9909 Topanga Canyon Boulevard, Suite 234, Chatsworth, California 91311

To Purchaser at: 4311 Wilshire Boulevard, Suite 315, Los Angeles, California 90010; Attention: Manager

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address to the other party at the address contained herein.

### **Section 23. Governing Law**

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California and according to its fair meaning, and not in favor of or against any party.

### **Section 24. Severability**

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

### **Section 25. Survival of Representations and Warranties**

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

#### **Section 14. Tax Free Exchange**

If Seller wishes to enter into a tax deferred exchange for the Property, or if Purchaser wishes to enter into a tax deferred exchange with respect to property owned by it in connection with this transaction, then each party agrees to cooperate with the other in connection with such an exchange, including the execution of any documents as may be reasonably necessary to complete such exchange, provided that:

- (a) the other party shall not be obligated to delay the Close of Escrow in this transaction;
- (b) all additional costs in connection with the exchange shall be borne by the party requesting the exchange;
- (c) the other party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability that would survive the exchange; and
- (d) the other party shall not take title to any property other than the Property described in this Agreement.

The other party shall be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the exchange.

#### **Section 15. Information to be Held in Confidence**

Purchaser and Seller agree that each of them will hold in strict confidence, and will not use to the detriment of either party, any data or financial information with respect to the business of either party or any of their subsidiaries obtained in connection with this transaction or Agreement.

#### **Section 16. Effective Headings**

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

#### **Section 17. Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

#### **Section 18. Counterparts**

This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

#### **Section 19. Binding on Successors and Assigns**

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors, and assigns.

### **Section 8. Review of Property, Test, and Surveys**

Purchaser, being sufficiently familiar with the Property, is fully aware of the condition of the Property and the improvements situated thereon. Accordingly, Purchaser waives any right to inspect the Property and conduct tests thereon.

### **Section 9. Disclaimers**

The Property and the fixtures and personal property contained therein, if any, are not new, and have been subject to normal wear and tear. Purchaser understands that Seller makes no express or implied warranty with respect to the condition of any of the Property, fixtures or personal property. Seller makes no oral or written representation regarding the age of improvements, the size and square footage of the parcel or building, or the location of property lines. Apparent boundary line indicators such as driveways, fences, hedges, walls, or other barriers may not represent the true boundary lines. Only a surveyor can determine the actual boundary lines. If any of these issues are important to Purchaser's decision to purchase, then Purchaser should investigate the Property independently. Purchaser acknowledges that it has not relied upon any representations by Seller with respect to the condition of the Property, the status of permits, zoning, or code compliance. Purchaser is to satisfy itself concerning these issues.

### **Section 10. Changes During Transaction**

During the pendency of this transaction, Seller agrees that no substantial alterations or repairs be made or undertaken to the Property without the written consent of the Purchaser.

### **Section 11. Destruction of Improvements**

If the improvements of the Property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to Close of Escrow, Purchaser may terminate the transaction by written notice delivered to Seller, and all unused Deposits shall be returned to Purchaser. In the event Purchaser does not elect to terminate this Agreement, Purchaser shall be entitled to receive, in addition to the Property, and insurance proceeds payable on account of the damage or destruction.

### **Section 12. Withholding**

Seller is neither a "foreign person" under FIRPTA nor a non-resident under California Revenue and Taxation Code, section 18662.

### **Section 13. Commissions**

Each party represents and warrants to the other party that no broker or finder or other real estate agent is entitled to any commission, finder's fee or other compensation resulting from any action on its part. Purchaser and Seller each agree to indemnify the other and defend and hold harmless the other party from and against any loss, cost, or expense, including attorney's fees, incurred by such party, and against any claims, causes of action or the like brought by any broker, finder or similar agent for a commission or fee on account of this Agreement.

### **Section 5. Closing Costs and Prorations**

Purchaser shall pay any and all costs associated with the purchase and sale contemplated by this Agreement, including but not limited to: Any and all transfer taxes on recordation of the deed; any and all recording fees and the premium for the title insurance policy referred to in Section 7 hereof; and escrow fees.

### **Section 6. Contingent Upon Short Sale Lender's Approval**

Seller's obligations under this Agreement are conditioned upon lender Indy Mac's acceptance of the Purchase Price in this short sale.

### **Section 7. Title**

Seller shall convey title to the Property subject only to real estate taxes not yet due, and covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the Property.

- (a) **Purchaser's Approval of Title.** Seller will furnish Purchaser with a preliminary report of title for the Property ("Preliminary Report") within ten (10) days after the execution of this Agreement. Purchaser shall notify Seller in writing within seven (7) business days after receipt of the Preliminary Report of Purchaser's disapproval of any exception therein. All other exceptions in the Report shall be referred to as Approved Exceptions, except for liens of deeds of trust or other monetary liens or encumbrances to be paid upon close of escrow. Seller shall have five (5) days after such notice to advise Purchaser of any disapproved exceptions which will not be removed by Seller prior to the Closing. If Seller indicates that it will not correct any of the disapproved exceptions, Purchaser may elect to:
  - (i) terminate this Agreement without liability on the part of either party and receive a full refund of Purchaser's entire Deposit; or
  - (ii) consummate the purchase of the Property subject to such exceptions without reduction in the Purchase Price and without any liability on Seller's part relative to the title to the Property.
- (b) **Evidence of Title.** Title in the form of a California Land Title Association or American Land Title Association policy of title insurance shall be issued by the title company and paid by Purchaser.
- (c) **Bonds and Assessment.** In the event there is a bond or assessment which has an outstanding principal balance and is a lien upon the Property, such principal shall be assumed by Purchaser. Such assumption shall not be credited against the Purchase Price.
- (d) **Vested Title.** The manner of taking title may have significant legal and tax consequences. Purchaser should obtain advice from its legal or tax counsel regarding this matter.



## SHORT SALE PURCHASE AND SALE AGREEMENT

THIS SHORT SALE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of November \_\_, 2012, by and between Duane Martin and Tisha Campbell-Martin, co-trustees of the Campbell Martin Family Trust UDT August 29, 2001, as amended (collectively "Seller"), and Roxe', LLC, a California limited liability company ("Purchaser").

### Recitals

- A. Seller owns the improved real property commonly known as 24401 Summit Ridge Circle, Chatsworth, California (the "Property") and more particularly described as set forth in Exhibit A attached hereto.
- B. Purchaser is familiar with the Property and the Property's condition.
- C. Seller desires to sell the Property to Purchaser as a short sale and Purchaser desires to purchase the property from Seller as a short sale.
- D. The parties wish to provide terms and conditions for Purchaser's short sale purchase of the Property from Seller.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

### Section 1. Purchase and Sale

Seller shall sell the Property to Purchaser and Purchaser shall purchase the Property from Seller on the terms and conditions stated in this Agreement.

### Section 2. Purchase Price

The purchase price for the Property shall be One Million Four Hundred One Thousand and 00/100 Dollars (\$1,401,000.00) ("Purchase Price"). Purchaser shall deposit a sum in the amount of the Purchase Price plus any and all costs (including but not limited to closing costs) prior to the close of escrow.

### Section 3. Escrow and Closing

Escrow and Closing. This transaction shall be completed through an escrow established with Beverly Hills Escrow, located in Beverly Hills, California. Each party shall promptly deposit all funds and documents as required by the escrow holder to complete this transaction.

### Section 4. Close of Escrow

The escrow shall close on or before November 30, 2012 ("Close of Escrow").

# EXHIBIT "B"

This page is part of your document - DO NOT DISCARD



**20180870309**



Pages:  
0005

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

08/28/18 AT 02:55PM

FEES:	29.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	<u>104.00</u>



LEADSHEET



201808280610038

00015657907



009308210

SEQ:  
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

Recording requested by:

Beth Ann R. Young (SBN 143945)  
LEVENE, NEALE, BENDER, YOO  
& BRILL L.L.P.  
10250 Constellation Blvd., Suite 1700  
Los Angeles, California 90067



And when recorded return to:

Beth Ann R. Young (SBN 143945)  
LEVENE, NEALE, BENDER, YOO  
& BRILL L.L.P.  
10250 Constellation Blvd., Suite 1700  
Los Angeles, California 90067

---

**NOTICE OF PENDENCY OF ACTION**  
**[LIS PENDENS]**

---

ORIGINAL

1 BETH ANN YOUNG (SBN 143945); bry@lnbyb.com  
2 MONICA Y. KIM (SBN 180139); myk@lnbyb.com  
3 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.  
4 10250 Constellation Blvd., Suite 1700  
5 Los Angeles, California 90067  
6 Telephone: (310) 229-1234  
7 Facsimile: (310) 229-1244

8 Attorneys for David K. Gottlieb, Chapter 7 trustee

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SAN FERNANDO VALLEY DIVISION**

In re

DUANE DANIEL MARTIN, AND TISHA  
MICHELLE MARTIN,

Debtor(s).

Case No. 1:16-BK-10045-VK

Chapter 7

**NOTICE OF PENDENCY OF ACTION  
[LIS PENDENS]**

22401 SOUTH SUMMIT RIDGE CIRCLE  
CHATSWORTH, CA 91311

APN: 2727-022-042

**NOTICE IS HEREBY GIVEN** that on January 7, 2016, a Voluntary Petition under Chapter 7 of the Bankruptcy Code was filed by the above-named Debtors and thereafter, David K. Gottlieb was appointed Chapter 7 Trustee in this case.

**PLEASE TAKE FURTHER NOTICE** that pursuant to Section 541 of the Bankruptcy Code, the bankruptcy estate has a claim or interest in certain real property, located in the city of Chatsworth, California and commonly known as 22401 South Summit Circle, Chatsworth, CA 91311. Title to the real property is currently vested in ROXE, LLC.

The real property is legally described in Exhibit A attached hereto.

DATED: AUGUST 28, 2018

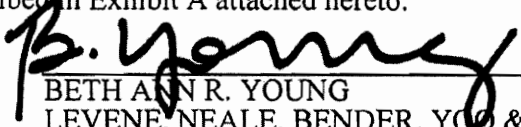
  
BETH ANN R. YOUNG  
LEVENE, NEALE, BENDER, YOO &  
BRILL L.L.P.  
COUNSEL FOR DAVID K. GOTTLIEB,  
CHAPTER 7 TRUSTEE

Exhibit "A"

3

**LOT 42 OF TRACT NO. 39812, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1069 PAGES 76 TO 82 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

**EXCEPTING FROM A PORTION OF SAID LAND ONE-HALF OF ALL OIL, GAS, MINERALS OR OTHER HYDROCARBON SUBSTANCES IN AND UNDER THE SAID LAND, AS RESERVED BY HENRY F. BLOOMFIELD AND FLORENCE B. BLOOMFIELD, HUSBAND AND WIFE, BY DEED RECORDED OCTOBER 1, 1954 IN BOOK 45738 PAGE 368, OFFICIAL RECORDS.**

**EXCEPT FROM A PORTION OF SAID LAND ONE-HALF OF ALL OIL, GAS, MINERALS OR OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND AS RESERVED BY HENRY F BLOOMFIELD ET UX., IN DEED RECORDED NOVEMBER 30, 1939 IN BOOK 17001 PAGE 340. OF OFFICIAL RECORDS**

**ALSO EXCEPT FROM A PORTION OF SAID LAND ONE-HALF OF ALL OIL, GAS, MINERALS, OR OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BY DEED RECORDED JULY 14, 1954 IN BOOK 45055 PAGE 210 AS INSTRUMENT NO. 1060, OFFICIAL RECORDS.**

**ALSO EXCEPT FROM A PORTION OF SAID LAND ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND WITHOUT THE RIGHT OF SURFACE ENTRY ABOVE A PLANE LYING 600 FEET BELOW THE SURFACE OF SAID LAND, AS RESERVED BY FLORENCE BLOOMFIELD, A WIDOW, BY DEED RECORDED FEBRUARY 16, 1961 IN BOOK D1125 PAGE 546, OF OFFICIAL RECORDS.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On August 28, 2018 before me, Lourdes Cruz, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Beth Ann R. Young  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lourdes Cruz  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

B1040 (FORM 1040) (12/15)

<b>ADVERSARY PROCEEDING COVER SHEET</b> (Instructions on Reverse)		<b>ADVERSARY PROCEEDING NUMBER</b> (Court Use Only)
<b>PLAINTIFF(S)</b> David K. Gottlieb in his capacity as Chapter 7 Trustee of the Bankruptcy Estate of Duane Daniel Martin and Tisha Michelle Martin	<b>DEFENDANT(S)</b> ROXE, LLC, a California limited liability company; DEREK FOLK, an individual; and MICHAEL MARTIN, an individual	
<b>ATTORNEYS</b> (Firm Name, Address, and Telephone No.) RON BENDER (SBN 143364); rb@lnbyb.com BETH ANN R. YOUNG (SBN 143945) bry@lnbyb.com MONICA Y. KIM (SBN 180139); myk@lnbyb.com LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Blvd., Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234 Facsimile: (310) 229-1244  Attorneys for David K. Gottlieb, Chapter 7 Trustee	<b>ATTORNEYS</b> (If Known)	
<b>PARTY</b> (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input checked="" type="checkbox"/> Trustee	<b>PARTY</b> (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee	
<b>CAUSE OF ACTION</b> (WRITE ABRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) COMPLAINT TO: 1. QUIET TITLE OF REAL PROPERTY LOCATED AT 22401 SUMMITRIDGE CIRCLE, CHATSWORTH, CA 91311; AND 2. RECOVER PROPERTY OF THE ESTATE		
<b>NATURE OF SUIT</b> (Number up to five (5) boxes starting with the lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<b>FRBP 7001(1) – Recovery of Money/Property</b> <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other  <b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b> <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property  <b>FRBP 7001(3) – Approval of Sale of Property</b> <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)  <b>FRBP 7001(4) – Objection/Revocation of Discharge</b> <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)  <b>FRBP 7001(5) – Revocation of Confirmation</b> <input type="checkbox"/> 51-Revocation of confirmation  <b>FRBP 7001(6) – Dischargeability</b> <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny  (continued next column)	<b>FRBP 7001(6) – Dischargeability (continued)</b> <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other  <b>FRBP 7001(7) – Injunctive Relief</b> <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other  <b>FRBP 7001(8) Subordination of Claim or Interest</b> <input type="checkbox"/> 81-Subordination of claim or interest  <b>FRBP 7001(9) Declaratory Judgment</b> <input type="checkbox"/> 91-Declaratory judgment  <b>FRBP 7001(10) Determination of Removed Action</b> <input type="checkbox"/> 01-Determination of removed claim or cause  <b>Other: VIOLATION OF THE AUTOMATIC STAY (11 U.S.C. § 362)</b> <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et. seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law <input type="checkbox"/> Check if a jury trial is demanded in complaint	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23 Demand: Quiet Title/Turnover of Property	
Other Relief Sought: (1) Quiet Title; (2) Recover Property of the Estate		



B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR <b>DUANE DANIEL MARTIN AND TISHA MICHELLE MARTIN</b>		BANKRUPTCY CASE NO. <b>1:16-bk-10045-VK</b>
DISTRICT IN WHICH CASE IS PENDING <b>CENTRAL</b>	DIVISIONAL OFFICE <b>SAN FERNANDO VALLEY DIVISION</b>	NAME OF JUDGE <b>THE HON. VICTORIA KAUFMAN</b>
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISIONAL OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) <i>/s/ Beth Ann R. Young</i>		
DATE September 17, 2018	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Beth Ann R. Young	

## INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Parties and Defendants.** Give the names of the parties to the adversary proceeding exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys if known.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not presented by an attorney, the plaintiff must sign.