

YVONNE YRAGUI

TELEPHONE 602-266-4503

A PROFESSIONAL LAW CORPORATION

FAX 602-258-7040

365 EAST CORONADO ROAD, SUITE 150
PHOENIX, ARIZONA 85004-1560

January 27, 2011

Ronald Hoffbauer
Edward Maney
Office of Chapter 13 Trustee
P.O. Box 10434
Phoenix, Arizona 85064

Re: *AR Harley & Sons, LTD v. Marcus Bucklemund aka Sculpture Cycles*
2:10-ap-01220-GBN
In re Klaus-Marcus Bucklemund dba Marcus Bucklemund dba Sculpture
Cycles, 2:09-bk-26174-GTBN

Dear Mr. Hoffbauer and Mr. Maney:

I represent Alistair Harley, the owner of AR Harley & Sons, LTD, in an adversary complaint against Marcus Bucklemund aka Sculpture Cycles. Before filing the adversary complaint, I litigated a state court action to completion in arbitration, which took place on July 2, 2009. During the course of litigation, Mr. Bucklemund sold motorcycles, but continues to have the titles and registration in his name. Those motorcycles and others were not listed on his bankruptcy schedules when he filed on October 15, 2009.

My client does not believe that Mr. Bucklemund has been honest in declaring his assets and transfers of assets on his schedules. Moreover, the sales of his motorcycles indicate that he liquidated his assets before filing bankruptcy. I have already sent you copies of the titles of motor vehicles in his name, and the registration for those vehicles. In this letter, I send you copies of his bank statements and the sales of motorcycles within 3-4 months of filing bankruptcy on October 15, 2009, which were obtained through discovery. The Green Steroid was sold on 7/10/2009 for \$22,400 to a buyer, Buschi, and the funds were wire transferred to Bucklemund's account. He also sold his Franken Buell Motorcycle for \$12,000 on September 19, 2009. He sold the 2006 Sculpture Cycles Custom Bike for \$7,000 (still titled in his name) on August 5, 2008, and the DRAG XL for \$12,500 (still titled in his name) on 12/1/08.

Marcus Bucklemund took cash withdrawals from his accounts as follows:

National Bank #5374:	6/7/09:	\$1000 cash
	5/4/09:	\$3000 CHECK #0
	4/17/2009:	\$10,000 CHECK #0
	6/7/2010:	\$1000.00 CHECK "CASH"

National Bank #0899	10/1/10: \$1400	
	9/18/10: \$500	
	9/2/10: \$1000	
	7/27/2010: \$7000	
	6/7/2010: \$1,000	
	3/9/2009: \$4735.76	
	12/08 ; \$3400	
	11/08: \$2300	
	11/08: \$1700	
Chase #2386	4/30/2010: 1200	
Bank of America #2994	7/2/09: \$12,200	
	7/7/09: \$14,000	
	2/8/2010: \$1100	
	2/26/2010; \$1210.00	
	1/29/2010: \$2000.00	
	1/20/2010: \$1518.34	
Bank of America #8227	5/4/09 395.56	
	7/2/09: \$3,300	
	8/09: \$964.21	debit
	8/26/09: \$3,713.74	debit
	9/23/09: \$2092.16	debit

Before the arbitration on July 1, 2009, Marcus Bucklemund offered \$12,000 to my client to settle the state court action and said he could write a cashier's check that day. What happened to those funds? He failed to appear at his deposition in October of 2009 and in March of 2010, which prompted sanctions by the court.

Enclosed are the bank statements. Could you please investigate the cash withdrawals of \$41,667 from May 1, 2009 – October 15, 2009, and the expenditure of funds (\$22,400 and \$12,000) from the sales of motorcycles in the three months before filing bankruptcy.

Sincerely,

Yvonne Yragui

Enclosure