

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Richard D. Burstein SBN 56661 Reagan E. Boyce - SBN 248064 EZRA BRUTZKUS GUBNER LLP 21650 Oxnard Street, Ste. 500 Woodland Hills, CA 91367 rburstein@ebg-law.com rboyce@ebg-law.com Tel: (818) 827-9000 Fax: (818) 827-9099</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: David Seror, Chapter 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
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<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION</p>	
<p>In re:</p> <p>Michelle Mahtab Brokhim</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 1:12-bk-16459-MB CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>

<p>Sale Date: 09/16/2015</p>	<p>Time: 2:30 pm</p>
<p>Location: Courtroom 303, 21041 Burbank Blvd., Woodland Hills, CA 91367</p>	

Type of Sale: Public Private **Last date to file objections:** 09/02/2015

Description of property to be sold: 4400 Coronet Drive, Encino, CA 91316

Terms and conditions of sale: Cash sale, no warranties, "AS-IS" "WHERE-IS" "WITH ALL FAULTS" basis, free and clear of all liens, claims, interests and encumbrances.

Proposed sale price: \$ 1,110,000.00

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 amount \$1,130,000.00, incremental overbids fo \$10,000 thereafter;
Cash sale. Must present initial offer to Trustee no later than 5:00 p.m. local time 2 business days prior to sale date with
deposit of \$33,000.00 and proof of financial eligibility, Contact Richard Burstein at informaion listed below.

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

September 16, 2015 at 2:30 PM in Courtroom 303, 21041 Burbank Blvd., Woodland Hills, CA 91367

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

Richard D. Burstein SBN 56661
EZRA BRUTZKUS GUBNER LLP
21650 Oxnard Street, Ste. 500
Woodland Hills, CA 91367
rburstein@ebg-law.com
Tel: (818) 827-9000
Fax: (818) 827-9099

Date: 08/19/2015

1 RICHARD D. BURSTEIN - Bar No. 56661
REAGAN E. BOYCE - Bar No. 248064
2 EZRA BRUTZKUS GUBNER LLP
21650 Oxnard Street, Suite 500
3 Woodland Hills, CA 91367
Telephone: (818) 827-9000
4 Facsimile: (818) 827-9099
Email: rburstein@ebg-law.com
5 rboyce@ebg-law.com

6 Attorneys for David Seror, Chapter 7 Trustee

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

11 In re

12 MICHELLE MAHTAB BROKHIM,
13 Debtor.

Case No. 1:12-bk-16459-MB

Chapter 7

NOTICE OF MOTION

FOR ORDER (1) APPROVING OVERBID
PROCEDURES; (2) APPROVING SALE OF
REAL PROPERTY LOCATED AT 4400
CORONET DRIVE, ENCINO, CA 91316 FREE
AND CLEAR OF ALL LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES WITH
DISPUTED LIENS, CLAIMS, INTERESTS
AND ENCUMBRANCES TO ATTACH TO
SALE PROCEEDS, WITH THE SAME
EFFECT, FORCE, VALIDITY AND
PRIORITY, IF ANY AS PRESENTLY HELD
AGAINST THE CORONET PROPERTY; AND
(3) GOOD FAITH DETERMINATION
PURSUANT TO 11 U.S.C. § 363(m);
DECLARATIONS OF DAVID SEROR AND
BRUCE KURNIK
[11 U.S.C. § 363]

Hearing Scheduled:

Date: September 16, 2015

Time: 2:30 PM

Place: Courtroom 303
21041 Burbank Blvd.
Woodland Hills, CA 91367

Judge: Hon. Martin R. Barash

1 **TO THE HONORABLE MARTIN R. BARASH, UNITED STATES BANKRUPTCY**
2 **JUDGE, TO THE CLERK OF THE BANKRUPTCY COURT AND ALL INTERESTED**
3 **PARTIES:**

4 On September 16, 2015 at 2:30 p.m., David Seror, the duly appointed and acting chapter 7
5 trustee (“*Trustee*”) for the bankruptcy estate (“*Estate*”) of debtor, Michelle Mahtab Brokhim,
6 (“*Debtor*”) will move (the “*Motion*”) the Court for the issuance of an order authorizing and
7 approving (1) overbid procedures; and (2) the sale (“*Sale*”) of the real property commonly known as
8 4400 Coronet Drive, Encino, CA 91316 (“*Coronet Property*”) a description of which may be found
9 in the preliminary title report, a true and correct copy of which is attached to the Motion as **Exhibit 1**
10 and incorporated herein by this reference as though fully set forth herein, for at least \$1,110,000.00
11 (the “*Sale Proceeds*”), on an “AS-IS”, “WHERE-IS” and “WITH ALL FAULTS” basis without any
12 warranties, expressed or implied, and without any contingencies, pursuant to 11 U.S.C. § 363 and
13 Rule 6004 of the *Federal Rules of Bankruptcy Procedure*, free and clear of all liens, claims,
14 interests, and encumbrances with all disputed liens, claims, interests, and encumbrances to attach to
15 the sale proceeds with the same force, effect, validity and priority, if any, presently held against the
16 Coronet Property.

17 Trustee, on the one hand, and Israel and Dalia Mizrahi (the “*Buyers*”), on the other hand,
18 executed an agreement titled “*California Residential Purchase Agreement and Joint Escrow*
19 *Instructions*” dated July 28, 2015 and the “*Counter Offer*” dated July 29, 2015, along with a *Removal*
20 *of All Contingencies* (collectively the “*Purchase Agreement*”), a true and correct copy of which is
21 attached to the Motion as **Exhibit 2** and incorporated herein by this reference, whereby Buyers agree
22 to purchase the Coronet Property for \$1,110,000.00 (“*Sale Proceeds*”) subject to overbid at auction
23 and Court approval.

24 By the Motion, Trustee also requests that his real estate brokers, Match Realty and Coldwell
25 Banker (jointly “*Trustees Brokers*”), whose employment was previously approved by Court Order
26 (the “*Broker Order*”) entered on June 5, 2015 [Docket #74], be paid a total joint commission of 6%
27 of the Sale Proceeds from escrow.

28 Trustee further requests that the entire bankruptcy Estate’s share of closing costs, plus any

1 insurance policy premiums, and costs of sale be paid from escrow. Trustee also requests that the
2 remainder of the Sale Proceeds be held in trust by Trustee pending completion of litigation and/or
3 settlement of any and all liens, claims, interests, and encumbrances against the Coronet Property.
4 Any purported liens, interests, claims, and encumbrances on the Coronet Property will attach to the
5 Net Proceeds of the Sale, with the same effect, force, validity, and priority, if any, as such purported
6 interest currently has with regard to the Coronet Property. (The Sale Proceeds less (1) commissions
7 paid pursuant to the Broker Order and the Purchase Agreement; (2) closing costs; (3) insurance
8 costs; and (4) other costs of sale approved by the Court constitute the “*Net Sale Proceeds*”). Trustee
9 reserves the right to object to and/or to seek to avoid and recover the purported liens, claims,
10 interests, and encumbrances on any basis.

11 The Motion further requests that the Buyers, or the successful overbidder, be found to be a
12 good faith purchaser pursuant to 11 U.S.C. § 363(m).

13 Trustee also moves the Court to adopt bidding procedures for the Sale (the “*Bidding*
14 *Procedures*”). The Purchase Agreement provides that the Sale is subject to overbid and the Coronet
15 Property will be sold to the highest and best bid, as determined by Trustee, in his sole, absolute, and
16 independent discretion, subject to Court approval. The initial overbid must be a minimum amount of
17 One Million, One hundred Thirty Thousand Dollars (\$1,130,000.00) (the “*Initial Overbid*”).
18 Overbids thereafter shall be in minimum increments of Ten Thousand Dollars (\$10,000.00)
19 (“*Overbids*”). In order to participate at auction, an overbidder must, no later than 5:00 p.m. local
20 time, two business days before the hearing hereon, deliver with their Initial Overbid to the Trustee:
21 (1) a bid deposit in the amount of \$33,000.00 in the form of certified funds by cashier’s check or
22 wire transfer; and (2) evidence of financial ability to close the transaction with sufficient detail as
23 will allow the Trustee to make a reasonable determination as to the bidder’s financial ability to close
24 the Sale.

25 This notice of motion, made pursuant to Local Bankruptcy Rule 6004-1 is filed concurrently
26 with the Motion, and served on all parties required to receive notice as well as those requesting
27 notice of the Motion. Trustee has also complied with Local Bankruptcy Rule 6004-1(f) by providing
28 an additional copy of this Notice and court-approved form F 6004-2, *Notice of Sale of Estate*

1 *Property*, to the Clerk for purposes of publication by the Clerk on the Court’s website.

2 By the Motion, Trustee requests that the Court enter an Order granting the Motion and
3 specifically:

4 1. Finding that notice of the hearing given in connection with the Motion was adequate
5 and proper under the Bankruptcy Rules and the Local Bankruptcy Rules for the Central District of
6 California;

7 2. Finding that the Motion is a “core proceeding” within the meaning of 28 U.S.C. §
8 157(b)(2)(A), (N) and (O), and that any order granting the Motion will be final within the meaning
9 of 28 U.S.C. § 158(a)(1);

10 3. Approving the Bidding Procedures;

11 4. Approving the Sale of the Coronet Property for at least \$1,110,000.00 to the Buyers,
12 or to a qualified overbidder, on an “AS-IS”, “WHERE-IS” and “WITH ALL FAULTS” basis
13 without any warranties, expressed or implied, and without any contingencies;

14 5. Finding the terms of Sale are fair and reasonable and that the Sale is in the best
15 interest of the Estate and its creditors;

16 6. Authorizing the Sale to be free and clear of all liens, claims, interests, and
17 encumbrances, or adverse claims of ownership pursuant to 11 U.S.C. § 363(f), with any purported
18 liens, claims, interests, or encumbrances on the Coronet Property attaching to the Net Sale Proceeds,
19 with the same, effect, force, validity, or priority, if any, that are presently in effect;

20 7. Authorizing the payment of a commission of 6% of the purchase price to Trustee’s
21 Brokers as provided for in the Broker Order and Purchase Agreement;

22 8. Authorizing the payment from escrow of the Bankruptcy Estate’s share of the usual
23 and typical costs associated with closing and escrow to be paid from the Sale Proceeds;

24 9. Authorizing the payment from escrow of any maintenance costs or expenses
25 associated with the Coronet Property through the close of Sale;

26 10. Authorizing the payment from escrow for any premiums for insurance policies that
27 were placed on the Coronet Property between September 2014 and date of close of Sale;

28 11. Finding that the Buyers or any successful overbidder to be a good faith purchaser

1 pursuant to 11 U.S.C. §363(m);

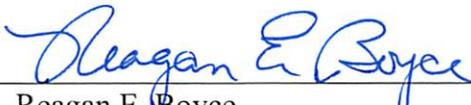
2 12. Waiving the Rule 6004(h) fourteen day stay;

3 13. Approving the Sale and the Purchase Agreement;

4 14. Granting such further and other relief as may be just and appropriate under the
5 circumstance of the case.

6 DATED: August 19, 2015

EZRA BRUTZKUS GUBNER LLP

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8 By: 
9 Reagan E. Boyce
Attorneys for, David Seror, Chapter 7 Trustee

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
21650 Oxnard Street, Suite 500, Woodland Hills, CA 91367.

A true and correct copy of the foregoing document entitled: **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 **AUGUST 19, 2015**, 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:

- Reagan E Boyce rboyce@ebg-law.com, ecf@ebg-law.com
- Patrick K Bruso bruso005@umn.edu
- Richard Burstein rburstein@ebg-law.com, ecf@ebg-law.com
- Michael W Davis mdavis@ebg-law.com, ecf@ebg-law.com
- Joseph C Delmotte ecfcacb@piteduncan.com
- Tony Forberg tonyforberg@mac.com, inbox@forberglaw.com
- Jeffrey J Hagen jeff@hagenhagenlaw.com
- M Jonathan Hayes jhayes@srhlawfirm.com, roksana@srhlawfirm.com;matthew@srhlawfirm.com;rosarioz@srhlawfirm.com;jfisher@srhlawfirm.com;maria@srhlawfirm.com;staci@srhlawfirm.com;jhayesecf@gmail.com;sevan@srhlawfirm.com;carolyn@srhlawfirm.com
- David Seror (TR) kpscion@ebg-law.com, C133@ecfcbis.com
- David Seror (TR) mtzeng@ebg-law.com, C133@ecfcbis.com
- Ramesh Singh claims@recoverycorp.com
- United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On **AUGUST 19, 2015**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Martin Barash
United States Bankruptcy Court
21041 Burbank Blvd., Suite 342
Woodland Hills, CA 91367

Clerk of the Court
United States Bankruptcy Court
21041 Burbank Blvd.
Woodland Hills, CA 91367

Service information continued on attached page

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

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.

AUGUST 19, 2015
Date

CRYSTAL MACHADO
Printed Name

/s/ Crystal Machado
Signature