

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>David W. Meadows (CSBN 137052) LAW OFFICES OF DAVID W. MEADOWS 1801 Century Park East, Suite 1235 Los Angeles, CA 90067 T: (310) 557-8490 F: (310) 557-8493 david@davidwmeadowslaw.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: the Debtor and Debtor in Possession</p>	<p>FOR COURT USE ONLY</p>
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<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</p>	
<p>In re:</p> <p>CELTIC PUBS LLC</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:15-bk-16594-BB CHAPTER: 11</p> <p style="text-align: center;">SMALL BUSINESS CASE NOTICE OF SALE OF ESTATE PROPERTY AND BID PROCEDURES</p>

<p>Sale Date: 11/04/2015</p>	<p>Time: 10:00 am</p>
<p>Location: United States Bankruptcy Court, Courtroom 1475, 255 E. Temple Street, Los Angeles</p>	

Type of Sale: Public Private **Last date to file objections:** 10/21/2015
Overbids may be submitted up to 10/26/2015

Description of property to be sold:
All interests of the Debtor including assumption and assignment of commercial lease; assumption and assignment of liquor license; and other tangible and intangible assets. Excluded assets: all avoidance actions under Chapter 5 of the Bankruptcy Code. Copy of Lease document available via .pdf upon request to Debtor's counsel.

Terms and conditions of sale:
Sale will be free and clear of all liens, claims, encumbrances and/or interest and subject to attached overbid procedures; the Property being sold on an "as is" basis, with no warranties, recourse, contingencies or representation of any kind, pursuant to the terms and provisions of the proposed Asset Purchase Agreement substantially in the form attached to the Motion as Exhibit 2, subject to the provisions of the Bid Procedures Order (Doc. No. 103).

Proposed sale price: \$ 90,000.00

Minimum overbid: \$108,000 (\$8,000 break up fee; \$10,000 overbid over breakup fee)

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):

See Bid Procedures Order, attached as Exhibit 1.

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

Sale hearing is scheduled for November 4, 2015 at 10:00 a.m.

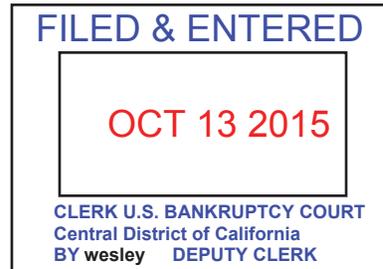
Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Counsel to the Debtor and Debtor in Possession: David W. Meadows, whose contact information is on the upper left hand corner of the first page of this document;

Manager of the Debtor and Debtor in Possession: Vincent Tapia, at Vincent@Blackwood-Inc.com

Date: 10/14/2015

Exhibit 1



CHANGES MADE BY COURT

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
(LOS ANGELES DIVISION)

In re
CELTIC PUBS LLC,
Debtor and Debtor in Possession

Case No. 2:15-bk-16594-BB
Chapter 11
SMALL BUSINESS CASE UNDER
FRBP 1020
**ORDER APPROVING BIDDING
PROCEDURES AND DEADLINES IN
CONNECTION WITH SALE OF THE
DEBTOR'S ASSETS (EXCLUDING
AVOIDANCE ACTIONS), ASSUMPTION
AND ASSIGNMENT OF COMMERCIAL
PROPERTY LEASE, AND ASSUMPTION
AND ASSIGNMENT OF LIQUOR
LICENSE**
**[LBR 9075-1; 11 U.S.C. §§ 105(a) 363, 365;
FRBP 2002, 6004, 6006, 9008, and 9014]**

Hearing:
Date: October 7, 2015
Time: 10:00 a.m.
Place: Courtroom 1475
255 East Temple Street
Los Angeles, CA 90012

1 On October 7, 2015, this Court conducted a hearing on the “*Notice of Motion and Motion of the*
2 *Debtor for An Order Approving Bidding Procedures And Deadlines In Connection With Sale Of The*
3 *Debtor’s Assets (Excluding Avoidance Actions), Assumption And Assignment Of Commercial Property*
4 *Lease, And Assumption And Assignment Of Liquor License*” (the “Motion”) (Document Number 81),
5 having heard and considered the “*Objection to Motion and Motion of the Debtor for An Order*
6 *Approving Bidding Procedures And Deadlines In Connection With Sale Of The Debtor’s Assets*
7 *(Excluding Avoidance Actions), Assumption And Assignment Of Commercial Property Lease, And*
8 *Assumption And Assignment Of Liquor License*” filed by Anthony Burch, Ben Germano, Charles Tover,
9 Dave Vij, Ernest Moss, Joel Regala, Mark Knight, Mark Moss and Sally Harte (the “Objection”)
10 (Document Number 93), and the “*Limited Objection to Motion for Entry of an Order Approving Bidding*
11 *Procedures and Deadlines in Connection with Sale of the Debtor’s Assets*” filed by Mayur Shetty (the
12 “Limited Objection”), and good cause appearing,

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15 **HEREBY ORDERS AS FOLLOWS:**

- 16 1. The Objection is **OVERRULED** as untimely and on its merits.
- 17 2. The Limited Objection is **SUSTAINED IN PART** to the extent set forth in this order and
18 is otherwise overruled.
- 19 3. The Motion is **GRANTED** to the extent set forth in this order.
- 20 4. **Provided the debtor serves and files a sale motion that complies with the terms of**
21 **this order not later than October 14, 2015**, the debtor may notice a hearing on a motion to sell
22 substantially all of its assets (excluding avoidance actions), and to assume and assign its commercial
23 lease and its liquor license (the “Sale Motion”), for **November 4, 2015 at 10:00 a.m.** in Courtroom
24 1475 (the “Sale Hearing”).
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1 5. The Sale Motion shall:

- 2 a. identify a proposed purchaser (the “Buyer”), if anyone has by that date agreed to be
3 the Buyer, and the price at which the Buyer has agreed to purchase the assets that are
4 the subject of the Sale Motion (the “Base Purchase Price”);¹
5
6 b. attach a copy of the asset purchase agreement (the “APA”) that the Buyer has signed
7 or, if there is no Buyer, the APA that the Debtor would like any prospective purchaser
8 to sign;
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10 c. set forth the Debtor’s best estimate of the amount necessary to cure arrearages under
11 the Restaurant Lease as defined in the APA (the “Restaurant Lease”) and the Liquor
12 License, as defined in the APA;
13 d. notify prospective purchasers that the Base Purchase Price, minus the Closing
14 Adjustments (as defined in the APA), must be paid in full at closing in immediately
15 available funds;
16 e. identify a person that prospective bidders may contact to make arrangements to
17 conduct due diligence and provide contact information for that person; and
18 f. explain the sale and bidding procedures set forth in this order.
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20 6. Any party that wants to be either the Buyer or an Overbidder, as defined below, must be
21 willing to pay in addition to the Base Purchase Price the amount necessary to cure all arrearages under
22 the Restaurant Lease, as defined in the APA, and any amounts due the Department, as defined below, if
23 it becomes the Winning Bidder, as defined below.
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27 ¹ If no one has agreed to be the Buyer by the time the Sale Motion is filed, the Sale Motion shall set forth the
28 minimum amount that the Debtor is willing to accept as the Base Purchase Price from any prospective purchaser.

1 7. Any party that wants to qualify to bid or overbid on the Purchased Assets (as defined in
2 the APA) (an “Overbidder”) must do all of the following:

3 a. advise Debtor’s counsel at an email address to be set forth in the Sale Motion that it
4 intends to bid on the Purchased Assets at the Sale Hearing and the amount of its initial bid (which must
5 be all cash in an amount that is at least eighteen thousand dollars (**\$18,000.00**) more than the Base
6 Purchase Price), by no later than 12:00 p.m., PDT, **ten (10) calendar days** prior to the Sale Hearing
7 Date (the “Overbid Deadline”);

8 b. agree in a writing received by Debtor’s counsel not later than the Overbid Deadline to
9 enter into a sale agreement that is identical to the APA, except for the name of the purchaser and the
10 purchase price and such other changes as may be acceptable to the Debtor in its sole discretion;

11 c. deliver a cashier’s check, payable to “The Law Offices of David W. Meadows Client
12 Trust Account,” for thirty five thousand dollars (\$35,000) (the “Deposit”) to Debtor’s counsel by such
13 means as to cause it to be received by Debtor’s counsel not later than twenty four (24) hours after the
14 Overbid Deadline;

15 d. deliver to Debtor’s counsel by such means as to cause it to be received not later than
16 the Overbid Deadline evidence of such Overbidder’s financial ability to pay the full amount of its initial
17 bid;

18 e. satisfy the requirements of paragraph 11 below concerning the Restaurant Lease and
19 the Liquor License.

20 8. Potential Overbidders may conduct reasonable due diligence prior to the Overbid
21 Deadline, including site visits, and shall contact Debtor’s counsel or such other person as may be
22 designed in the Sale Motion to make arrangements to conduct their due diligence. Prospective
23 Overbidders are directed to the Court’s docket for available Monthly Operating Reports, which are
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1 current through the period ending August, 2015 and will be current through the period ending
2 September, 2015.

3 9. All parties who have timely satisfied all requirements imposed on an Overbidder will be
4 permitted to participate in an auction to be conducted at the Sale Hearing. The Debtor will request
5 authority to sell, assume and assign the Purchased Assets to the party whose bid complies with all of the
6 requirements of the Bid Procedures and is the most economically beneficial to the Debtor and its Estate
7 (the "Winning Bidder"), and authority to sell the Purchased Assets to the next highest bidder in the event
8 that the Winning Bidder is unable to close escrow under the terms and conditions approved by the Court
9 at the Sale Motion.
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11 10. The Initial Overbid must be not less than \$18,000 more than the Base Purchase Price.
12 Subsequent overbids must be at least \$5,000 more than the immediately preceding bid. The Debtor
13 reserves the right to determine if any qualifying overbid is made on terms and conditions that are more
14 economically advantageous for the Debtor and its Estate than the terms and conditions being offered
15 under the APA. A failure of any party to accept the terms and conditions of the APA may result in a
16 rejection of any overbid made at the auction. Any Overbidder must attend the hearing in person with a
17 cashier's check in an amount which is not less than the amount of the Initial Overbid minus the Deposit
18 amount.
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21 11. The Proposed Purchaser and any qualifying Overbidder must either (i) obtain prior to the
22 Overbid Deadline the consent of the Landlord as to the assignment of the Lease and the consent to the
23 transfer of the Debtor's Liquor License by the California Department of Alcohol and Beverage Control
24 (the "Department") and certify in writing to Debtor's counsel prior to the Overbid Deadline that it has
25 obtained these consents; or (ii) deliver to Debtor's counsel prior to the Overbid Deadline sufficient and
26 admissible evidence to satisfy the requirements of Section 365(b)(1), *i.e.*, namely to permit the Debtor to
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1 establish adequate assurance of future performance in support of the assumption and assignment of the
2 Restaurant Lease and Liquor License. Any overbid must include provision for or adequate assurance
3 of prompt cure of any amounts claimed as cure payment by either the Landlord or the Department.

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5 12. The Winning Bidder's Deposit shall be applied toward the total Purchase Price. The
6 Winning Bidder must tender the balance of the total Purchase Price in cash to the Debtor at Closing as
7 defined in the APA. To the extent the Buyer or Overbidder is not the Winning Bidder, that party's
8 Deposit will be refunded by the Debtor within five (5) business days of the entry of the Order approving
9 the Sale Motion, unless such Overbidder elects to be the back up bidder. **In addition, if there is a**
10 **Buyer by the time the Sale Motion is filed and that Buyer is not the Winning Bidder because**
11 **someone else has become the Winning Bidder, the Buyer shall be entitled to a breakup fee of**
12 **\$8,000 payable at closing, unless the Buyer elects to become the backup bidder and, as such, closes**
13 **a sale of the Purchased Assets.**

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15 13. Any Overbidder's tender of the Deposit to the Debtor shall serve as that Overbidder's
16 consent to comply with the overbid procedures and the terms of sale of the proposed APA.

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24 Date: October 13, 2015

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Sheri Bluebond
United States Bankruptcy Judge

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: 1801 Century Park East, Suite 1235, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled: NOTICE OF SALE OF ESTATE PROPERTY [FORM F 6004-2.NOTICE.SALE] 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 10/13/15, 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:

- Roger B Coven roger.coven@hkllaw.com, bobb.mack@hkllaw.com
- Sandford Frey Sfrey@cmkllp.com, knielsen@cmkllp.com
- Gerald S Kim gsk@labklawfirm.com, gsklawoffices@gmail.com
- Stuart I Koenig Skoenig@cmkllp.com, knielsen@cmkllp.com
- Ron Maroko ron.maroko@usdoj.gov
- David W. Meadows david@davidwmeadowslaw.com
- C John M Melissinos jmelissinos@greenbergglusker.com,
kwoodson@greenbergglusker.com;calendar@greenbergglusker.com;jking@greenbergglusker.com
- Nicholas S Nassif nsnassif@pacbell.net, kittima@pacbell.net
- Joseph S Park j@jparklaw.net, jsp1001@gmail.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On 10/14/15, 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.

Hon. Sheri Bluebond
United States Bankruptcy Court
255 East Temple Street, Suite 1482
Los Angeles, CA 90012

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 9/22/15, 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.

10/14/15
Date

David W. Meadows
Printed Name

/s/ David W. Meadows
Signature

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

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