

Overbid procedure (*if any*):

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

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

Date: _____

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:

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 *(date)* _____, 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:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

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

Service information continued on attached page

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

Service information continued on attached page

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

Date

Printed Name

Signature

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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **LOS ANGELES DIVISION**

11 In re
12 CHRISTINA JAKYUNG KIM,

Case No. 2:11-bk-19740-BR
Chapter 7 Case

**AMENDED NOTICE OF HEARING ON
CHAPTER 7 TRUSTEE'S MOTION FOR
ORDER:**

- 13 (1) **AUTHORIZING SALE OF INTEREST**
- 14 **IN BELASCO THEATER**
- 15 **ENTERTAINMENT, INC., FREE AND**
- 16 **CLEAR OF LIENS, CLAIMS, AND**
- 17 **INTERESTS PURSUANT TO 11 U.S.C.**
- 18 **§ 363(b) AND (f);**
- 19 (2) **APPROVING OVERBID PROCEDURE;**
- 20 **AND**
- 21 (3) **APPROVING BUYER, SUCCESSFUL**
- 22 **BIDDER, AND BACK-UP BIDDER AS**
- 23 **GOOD-FAITH PURCHASER**
- 24 **PURSUANT TO 11 U.S.C. § 363(m)**

21 Debtor.

DATE: April 10, 2013
TIME: 2:00 p.m.
CTRM: 1668
255 E. Temple Street
Los Angeles, California

25 **PLEASE TAKE NOTICE** that the hearing on the *Motion for Order (1) Authorizing*
26 *Sale of Interest in Belasco Theater Entertainment, Inc., Free and Clear of Liens, Claims,*
27 *and Interests Pursuant to 11 U.S.C. § 363(b) and (f); (2) Approving Overbid Procedure;*
28 *and (3) Approving Buyer, Successful Bidder, and Back-Up Bidder as Good-Faith*
Purchaser Pursuant to 11 U.S.C. § 363(m) ("Motion") filed by Heide Kurtz, the duly-
appointed chapter 7 trustee for the bankruptcy estate of Christina Jakyung Kim
("Trustee"), will come on for hearing on **April 10, 2013, at 2:00 p.m.**, in **Courtroom 1668**
of the United States Bankruptcy Court located at the Edward R. Roybal Federal Building

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1 and Courthouse, 255 East Temple Street, Los Angeles, California 90012. The original
2 notice of the Motion erroneously cited the time of the hearing as 2:30 p.m.

3 The Motion is summarized as follows:

4 1. Christina Jakyung Kim ("the Debtor") filed a voluntary petition for relief under
5 chapter 7 of the Bankruptcy Code on March 7, 2011. The Trustee was appointed soon
6 thereafter. On February 17, 2012, the Debtor received a discharge under 11 U.S.C.
7 § 727, and the bankruptcy case was soon closed. The Trustee subsequently discovered
8 that the Debtor failed to schedule her shareholder interest in Belasco Theater
9 Entertainment, Inc. ("the Belasco Theater"). On December 26, 2012, the Trustee filed a
10 motion to reopen the Debtor's case, which was granted by order entered January 23,
11 2012. On February 8, 2013, the Debtor amended her Schedule "B" [Docket No. 62] to
12 include her ownership of 63% of the stock in the Belasco Theater ("the Shareholder
13 Interest").

14 2. The Trustee is seeking authority to sell the Shareholder Interest to Chol Pak
15 ("Buyer") for \$350,000.00, subject to overbids. According to the Debtor's Amended
16 Schedule B, at the time she filed her petition, the Debtor owned 59% of the stock in the
17 Belasco Theater. The Debtor subsequently acquired an additional 4% interest in the
18 Belasco Theater, for a total of 63%. The Belasco Theater filed a petition for relief under
19 chapter 11 of the Bankruptcy Code on January 13, 2013. The Belasco Theater case is
20 identified as Case No. 2:13-bk-10964-BR.

21 3. The Trustee negotiated the purchase price for the Shareholder Interest
22 based on a review of the Belasco Theater's financial data, profit and loss statements, and
23 post-petition operating reports. The Trustee believes that the proposed purchase price is
24 within market value range, and the proposed overbid procedure will ensure the Estate
25 receives the highest and best price for the Shareholder Interest at the hearing.

26 4. The Trustee and Buyer have executed a *Purchase and Sale Agreement*
27 ("the Agreement") setting forth the terms of the proposed sale. The salient terms of the
28 Agreement are set forth below:

29 (a) Buyer shall acquire the Shareholder Interest for \$350,000.00. Buyer
30 has made an initial deposit of \$52,500.00 ("the Deposit"). The balance of the
31 purchase price is due in cash on or before the Closing Performance Date (as that
32 term is defined in the Agreement). The Deposit is non-refundable except in the
33 event the sale fails to occur for any reason other than a breach or default by Buyer.

34 (b) The sale is as-is, where is, without representations or warranties, free
35 and clear of liens and interests.

36 (c) The sale is subject to bankruptcy court approval.

37 (d) The sale is subject to overbid.

38 A copy of the Agreement detailing the full terms of the sale is attached as Exhibit "2" to the
39 Motion.

40 5. While the Estate holds a majority interest in the Belasco Theater, there are a
41 number of other entities that claim to own the remaining interest, including the Buyer
42 (collectively, the "Minority Investors"). Prior to the Belasco Theater's bankruptcy filing,
43 several of the Minority Investors, including the Buyer, initiated litigation against the Debtor
44 and the Belasco Theater in Los Angeles County Superior Court, wherein they alleged

1 claims of fraud and mismanagement in connection with the Debtor's operation of the
2 Belasco Theater (the "State Court Proceeding"). It was through the Minority Investors'
3 attorney in the State Court Proceeding, Francis S. Ryu of the Ryu Law Firm, that the
Trustee learned of the omission of the Shareholder Interest from the Debtor's schedule of
assets.

4 6. Potential purchasers may be required to execute a *Confidentiality and Non-*
5 *Disclosure Agreement* ("the Confidentiality Agreement") prior to receiving any financial,
6 operational or other information regarding the Belasco Theater from the Trustee. The
7 Confidentiality Agreement provides that anyone seeking such information for the purpose
of evaluating a purchase of the Shareholder Interest must agree not to disclose the
information to anyone except as specifically provided in the Confidentiality Agreement.
Notwithstanding any information the Trustee may provide hereunder, the sale is as-is,
where-is, without representations or warranties.

8 7. The Trustee proposes the following procedure to allow for overbids prior to
9 the Court's approval of the sale of the Shareholder Interest to ensure that the interest is
sold for the best possible price:

10 Qualifying bidders ("Qualifying Bidder") shall:

11 (a) Bid at least \$15,000.00 over the Purchase Price set forth in the
12 Agreement;

13 (b) Set forth in writing the terms and conditions of the offer that are at
14 least as favorable to the Trustee as those set forth in the Agreement attached as
Exhibit "2" to the Motion.

15 (c) Be financially qualified, in the Trustee's exercise of her sound
business judgment, to timely close the sale;

16 (d) Submit a cash deposit of \$67,500.00 ("the Overbid Deposit") payable
17 to the Trustee in the form of a cashier's check, which Overbid Deposit shall be non-
18 refundable if the bid is deemed to be the Successful Bid, as defined in
19 subparagraph (g) below. The Overbid Deposit, written offer, and evidence of
financial qualification must be delivered to the Trustee **at least five calendar days**
before the hearing on this Motion, currently scheduled for April 10, 2013, at
2:30 p.m.;

20 (e) At the hearing on the Motion, only the Buyer and any party who is
21 deemed a Qualifying Bidder shall be entitled to bid.

22 (f) Any incremental bid in the bidding process shall be at least \$2,000.00
higher than the prior bid.

23 (g) At the hearing on the Motion and upon conclusion of the bidding
24 process, the Trustee shall decide which of the bids is the best bid, and such bid
shall be deemed to be the "Successful Bid." The bidder who is accepted by the
Trustee as the successful bidder ("the Successful Bidder") must pay all amounts
25 reflected in the Successful Bid in cash at the closing. At the hearing on the Motion,
26 and upon conclusion of the bidding process, the Trustee may also acknowledge a
back-up bidder ("the Back-Up Bidder") which shall be the bidder with the next best
27 bid. Should the Successful Bidder fail to timely close the sale of the Shareholder
Interest, the Trustee may sell the Shareholder Interest to the Back-Up Bidder
28 without further court order.

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1 (h) Except for the Overbid Deposit, which will be credited against the
2 purchase price in the event of a successful overbid, overbids shall be all cash and
no credit shall be given to the purchaser or overbidder(s).

3 8. The overbid procedures proposed in the Motion will ensure that the
4 Shareholder Interest will generate the greatest possible value to the Estate. The
5 procedures also place appropriate checks upon overbidders to ensure that only Qualified
6 Bids are considered.

7 9. The proposed sale has a legitimate business justification and is in the best
8 interest of the estate. The Trustee believes the purchase price represents market value
9 based on the Trustee's accountants' review of the Belasco Theater's financial records.
10 Notice of the sale is being provided to all creditors, any parties who have expressed an
11 interest in the Shareholder Interest, and other potential buyers.

12 10. The Trustee is not aware of any liens against the Estate's interest in the
13 Shareholder Interest. None were scheduled and no proof of claims have been filed
14 asserting a security interest in the Shareholder Interest. To the extent any liens are
15 subsequently discovered, the liens are disputed and any liens and interests will attach to
16 the proceeds of sale.

17 11. Buyer is buying in good faith and has offered to pay what the Trustee
18 believes is a fair price for the Shareholder Interest. The anticipated sale of the
19 Shareholder Interest was negotiated with Buyer in "arm's-length" discussions. Moreover,
20 the sale will be conducted in a commercially reasonable manner following appropriate
notice. Based on such facts and circumstances, the Trustee believes that this Court can
properly determine the Buyer, the Successful Bidder, and the Back-Up Bidder as a "good
faith purchaser" pursuant to 11 U.S.C. § 363(m).

21 **YOUR RIGHTS MAY BE AFFECTED.** You should read these papers carefully and
22 discuss them with your attorney, if you have one. (If you do not have an attorney, you
23 may wish to consult one.)

24 **DEADLINE FOR OPPOSITION PAPERS:** The Motion is being heard on regular
25 notice pursuant to LBR 9013-1. If you wish to oppose the Motion, you must file a written
26 response with the Court and serve a copy of it on the Trustee's attorneys at the address
27 set forth above no less than fourteen (14) days prior to the above hearing date. If you fail
28 to file a written response to the Motion within such time period, the Court may treat such
failure as a waiver of your right to oppose the Motion and may grant the requested relief.

Dated: March 21, 2013

WEILAND, GOLDEN,
SMILEY, WANG EKVALL & STROK, LLP

By: /s/ Lei Lei Wang Ekvall

LEI LEI WANG EKVALL
Attorneys for Heide Kurtz, Chapter 7
Trustee