

David M. Goodrich (CA Bar No. 208675)  
*dgoodrich@sulmeyerlaw.com*  
**SulmeyerKupetz**  
 A Professional Corporation  
 333 South Hope Street, Thirty-Fifth Floor  
 Los Angeles, California 90071-1406  
 Telephone: 213.626.2311  
 Facsimile: 213.629.4520  
 Individual appearing without attorney  
 General Bankruptcy Counsel for  
 Howard M. Ehrenberg, Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION**

In re:	CASE NO.: 2:13-bk-35587-SK
<b>VICTOR ISAAC PAREDES,</b>	CHAPTER: 7
Debtor.	<b>NOTICE OF SALE OF ESTATE PROPERTY</b>  <b>[11305 CULVER BOULEVARD, LOS ANGELES,          CALIFORNIA 90066 [APN 4217-002-019]]</b>

<b>Sale Date:</b> February 24, 2015	<b>Time:</b> 9:00 a.m.
<b>Location:</b> United States Bankruptcy Court, Courtroom 1575, Roybal Federal Building, 255 East Temple Street, Los Angeles, California 900213	

**Type of Sale:**  Public  Private      **Last date to file objections:** February 10, 2015

**Description of property to be sold:** Right, title, and interest of the Estate in the following: Commercial real property located at 11305 Culver Boulevard, Los Angeles, California 90066

**Terms and conditions of sale:** Subject to liens, claims, encumbrances and/or interests and attached overbid procedures; the Property is being sold on an "as is, where is" basis, with no warranties, recourse, contingencies, or representations of any kind.

**Proposed sale price:** \$1,500,000.00

**1** To qualify for overbid, interested parties must provide the Trustee with a cashier's check in the amount of \$50,000.00, made payable to "Howard M. Ehrenberg, Chapter 7 Trustee," in care of David M. Goodrich, at the address below, by no later than 12:00 p.m., Pacific Daylight Savings Time, February 20, 2015. The initial overbid will be \$1,550,000.00. Subsequent overbids may be made in increments of not less than \$10,000.00.

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

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

February 24, 2015

9:00 a.m.

United States Bankruptcy Court, Los Angeles Division

Roybal Federal Building - Courtroom 1575

255 East Temple Street

Los Angeles, California 90012

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

David M. Goodrich, Esq.

*dgoodrich@sulmeyerlaw.com*

SulmeyerKupetz, A Professional Corporation

333 South Hope Street, 35<sup>th</sup> Floor

Los Angeles, CA 90071-1406

Telephone: (213) 626-2311

Facsimile: (213) 629-4520

DATED: January 7, 2015

## **PROPOSED OVERBID PROCEDURES**

The proposed sale to the buyer is subject to approval of the United States Bankruptcy Court and subject to qualified overbids of any third party. The Trustee's proposed overbid procedures, which are subject to Court approval, are as follows:

### **(1) Introduction**

The Buyer has offered to purchase the Property for \$1,500,000.00 (the "Purchase Price"), \$50,000.00 of which has been tendered, with the balance to be paid within fourteen (14) calendar days following entry of the order approving the sale of the Property. The purchase of the Property is also subject to acceptance of certain terms and conditions agreed to by the Buyer in the Purchase Agreement. The sale is also subject to overbid at the hearing on the Motion. The proposed overbid procedures (the "Overbid Procedures") are as follows:

### **(2) Intent To Bid And Overbid Amount**

Any party wishing to bid on the Property ("Overbidder") shall advise the Trustee of their intent to bid on the Property and the amount of their overbid (which must be at least \$50,000.00 more than the current selling price of \$1,500,000.00 (the "Initial Overbid"), by no later than 12:00 p.m., PDT, on February 20, 2015 (the "Overbid Deadline"). In his absolute and sole discretion, the Trustee shall have the right to approve any Overbidder for bidding prior to the hearing but after the Overbid Deadline.

### **(3) Payment Of Deposit**

Any Overbidder shall provide the Trustee with a cashier's check, payable to "Howard M. Ehrenberg, Chapter 7 Trustee of the Bankruptcy Estate of Victor Paredes" in an amount of \$50,000.00 (the "Deposit"). The Deposit must be delivered so that it is received by the Trustee's counsel (whose name and address is set forth on the upper left corner of the first page of this Motion) by no later than the Overbid Deadline.

---

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

In the event of any Overbid, the \$50,000.00 deposit from the Buyer or successful Overbidder shall serve as the Deposit for the Buyer or any successful Overbidder, with a refund of such deposit to the party that is not the "Winning Bidder," as such phrase is defined below.

**(4) Evidence Of Financial Ability To Perform**

Any Overbidder must provide the Trustee with evidence of the proposed Overbidder's financial ability to pay the full amount of the Overbid so that such evidence is received by the Trustee's counsel by no later than the Overbid Deadline.

**(5) Auction**

All parties who have submitted timely bids and otherwise satisfied the foregoing requirements will be able to participate in an auction to be conducted at the hearing on the Motion. The Initial Overbid will be in the amount of \$1,550,000.00, and any subsequent overbids will be in increments of \$10,000.00. The Trustee will request authority to sell the Property to the bidder who makes the highest Overbid (the "Winning Bidder"), and for authority to sell the Property to the next highest bidder if the Winning Bidder fails to perform. The Trustee reserves the right to determine if any overbid is made on terms and conditions that are better than the terms and conditions of the Purchase Agreement. A failure of any party to accept the terms and conditions of the Purchase Agreement may result in a rejection of any overbid made at the auction.

**(6) Tender Of Balance Of Purchase Price**

The Winning Bidder's Deposit shall be applied towards the total purchase price. The Winning Bidder must tender the balance of the total purchase price to the Trustee via cashier's check within fourteen (14) calendar days following entry of the order approving the sale of the Property to such buyer. To the extent the Winning Bidder fails to tender the balance of the

purchase price by such date, that bidder's entire Deposit shall be non-refundable and forfeited to the Trustee. To the extent the Buyer or another Overbidder is not the Winning Bidder, that party's Deposit will be refunded by the Trustee.

**(7) Agreement To Terms And Overbid Procedures**

Any Overbidder's tender of the Deposit to the Trustee shall serve as that Overbidder's agreement with these proposed overbid procedures and the terms of sale of the Property discussed herein.