Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
Robert M. Aronson (SBN 81487) Law Office of Robert M. Aronson, APC 444 S. Flower Street, Suite 1700 Los Angeles, CA 90071 Telephone: (213) 688-8945 Facsimile: (213) 688-8948 Email: robert@aronsonlawgroup.com ☐ *Individual appearing without attorney* ☒ *Attorney for:* Debtor FE &J, Inc.	

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re: FE &J, Inc. Debtor(s).	CASE NO.: 2:14-bk-31207-BB CHAPTER: 11 **NOTICE OF SALE OF ESTATE PROPERTY**

Sale Date: 03/11/2015	**Time:** 2:00 pm
Location: US Bankruptcy Court, Courtroom 1475, 255 E. Temple St., Los Angeles, California	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 02/25/2015

Description of property to be sold:
Commercial industrial buildings located at 5065, 5075 and 5101 Pacific Blvd., Vernon, California 90050

Terms and conditions of sale:
As is sale free and clear of liens with good faith finding sought. See also attached details re sale.

Proposed sale price: $ 3,000,000.00

Overbid procedure (*if any*):

Minimum initial overbid of $3,050,000, with any subsequent minimum overbids at $50,000 each. See also attached for more details re bidding procedures.

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

As indicated on previous page. See also attached.

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

Robert M. Aronson
444 S. Flower Street, Suite 1700
Los Angeles, CA 90071
Tel.: (213) 688-8945
Fax: (213) 688-8948
Email: robert@aronsonlawgroup.com

Date: 02/18/2015

JURISDICTION AND VENUE.

The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Motion constitutes a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

PROCEDURAL HISTORY.

This bankruptcy case was commenced by the filing of a voluntary petition under Chapter 11 of title 11 of the United States Code (hereafter the "Bankruptcy Code") on November 12, 2014. The filing was precipitated by a foreclosure sale set for November 13, 2014 by trust deed holder Fairlake.

The Debtor has attended its Initial Debtor Interview with the United States Trustee. The 341(a) hearing is set for December 19, 2014. The Debtor has also applied for and received orders approving employment of both its counsel and the Broker. The Initial Status Conference in this case has occurred.

On December 24, 2014, Fairlake filed motions for relief from stay and for dismissal or conversion of this case (collectively,the "Fairlake Motions"). The Fairlake Motions have been heard on two occasions by the Court and are now continued to March 11, 2015, to be heard concurrently with this Motion.

The Debtor filed its Plan of Reorganization and Disclosure Statement on February 2, 2015. However, at a hearing on Fairlake's Motions on February 11, 2015, the Court ordered that the sale of the Property take place by way of a 363 sale motion rather than, as set forth in the Debtor's Plan, as part of the confirmation hearing. The Debtor assumes that the Court did not intend to prejudice any claim which the Debtor may have under the law to challenge Fairlake's claim to default interest[1].

TERMS OF SALE

Sale Price: $3,000,000.00

Buyer: Melik Dye Works, Inc. and/or nominee

Contingencies: Environmental compliance, appraisal and Court approval of this Motion. Contingencies are anticipated to be satisfied at or around the date of the filing of this Motion. This sale is also subject to overbid.

Anticipated Closing Date: Upon providing escrow with a certified copy of the order approving the Motion. The Debtor anticipates that this will be within seven to ten days from the date of the hearing on this Motion.

THE MARKETING EFFORTS.

The Broker marketed the Property for approximately two (2) months before the date of the hearing on this Motion. The Property was listed in multiple regional Multiple Listing Services and the internet.

The Broker diligently worked to obtain a qualified buyer for the Property. Based on the asking price and the industrial nature of the Property, there is a limited pool of potential clientele for the Property. Specifically, the Property contains a water purification system especially in place for the kind of dying operation currently run at the Property. The Buyer is also a dying company which understands the advantages of such a water purification system and is willing to continue the same use for the Property.

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[1] *See, e.g., General Electric Capital Corporation v. Future Media Productions, Inc.,* 547 F. 3d 956 (9th Cir. 2008) holding essentially that a debtor's right to eliminate default interest by way of a 363 sale is more limited than by way of plan of reorganization.

Based on offers on the Property and market conditions, the Debtor has concluded that $3,000,000.00 is the price the market will bear for the Property, and that the Sale is in the best interest of the Estate and should be approved by the Court.

PROPOSED BIDDING PROCEDURES.

The Debtor proposes additional terms regarding Bidding Procedures in this Motion, which terms do not adversely affect the Buyer, but rather would make the procedures to bid at the Auction manageable, defined and made public by notice well prior to the hearing on the Motion. The purpose of the proposed Bidding Procedures is to encourage bidding while ensuring that the bidders have sufficient funds to close on the Sale of the Property, and to ensure that the auction moves quickly so as not to unduly inconvenience the Court, the Buyer and other prospective bidders. As described herein, the Debtor submits that the proposed Bidding Procedures and protections are customary and appropriate for this case and the proposed Sale. The proposed Bidding Procedures, subject to Court approval are as follows.

In order to participate at the auction (hereafter the "Auction"), which will be conducted at the Sale Hearing, and be deemed a "Qualified Bidder," each potential bidder must deliver to counsel for the Debtor, no later than 5:00 p.m. Pacific Standard Time five (5) business days before the hearing hereon:

OVERBID. To qualify as a bidder, an interested party must agree to the terms and conditions of the Purchase Agreement with a purchase price of no less than Three Million Fifty Thousand Dollars ($3,050,000.00) ("the "Minimum Overbid") and contain no contingencies other than those contained in this Motion.

DEPOSIT. The proposed bidder shall tender to the Debtor, in good funds (made by cashier's check or wire transfer), the sum of Fifty Thousand Dollars ($50,000.00), which shall be held by the Debtor in a non-interest bearing account as a deposit against the total purchase price. The Deposit is refundable only if the Qualified Bidder is not the Successful Bidder at the Auction or if the Qualified Bidder is the Successful Bidder at the Auction but the sale could not be consummated because (1) a default by the Debtor; or (2) the failure of a condition to the Qualified Bidder's obligation to perform or close. In the event that the proposed bidder is the Successful Bidder at the Auction, described below, the deposit shall be applied against the purchase price. If the Successful Bidder does not close the sale for any reason, other than the Debtor's failure to perform, the Deposit shall be forfeited. All deposits, other than those of the highest and best bidder, and the Back-Up Bidder (see below) shall be returned within five (5) business days of the Sale Hearing. The highest bidder's deposit will be applied to the total purchase price. The Back-Up Bidder's deposit will be held until the earlier of: (a) the close of escrow of the sale to the highest bidder; or (b) 60 days following the Sale Hearing. If, however, the highest bidder fails to close the Sale, then the Back-Up Bidder's deposit shall be applied towards the Back-Up Bidder's purchase price obligation pursuant to the Back-Up Bid.

FINANCIAL QUALIFICATION. The prospective bidder also shall be required to provide the Debtor with evidence of his/hers/its financial ability to close the transaction and containing such financial information and other information that will allow the Debtor to make a reasonable determination, in his sole and independent discretion, as to the Qualified Bidder's financial ability to close the transaction.

NO CHALLENGE OF OTHER BIDDER'S QUALIFICATION. Qualified Bidder status shall be determined by the Debtor in its sole and independent

discretion and Qualified Bidders shall not have standing to challenge another prospective bidder's compliance with these qualification requirements.

SALE HEARING. In accordance with the Purchase Agreement, the Debtor filed this Motion. The Sale Hearing and Auction shall be conducted on March 11, 2015. The Debtor proposes that the auction be conducted at the Sale Hearing. After the bidding is concluded, the Debtor will request that the Court approve the sale of the Property to the highest and best bidder. During the Sale Hearing, the Debtor will advise the Court whether any qualifying overbids were received. If there are any qualified overbidders, bidding will commence in open court, and will end at such time as the final highest and best bid is received.

***AUCTION SALE PROCEDURES*.**

The Auction Sale shall be governed by the following procedures.

1. Only the Buyer and the Qualified Bidders shall be entitled to make any bids at the auction sale.

2. The Buyer and the Qualified Bidders shall appear in person at the Sale Hearing, or through a duly authorized representative.

3. As described above, the Minimum Overbid shall be valued to be at least $3,050,000.00.

4. Qualified Bidders and the Buyer may then submit successive bids in minimum increments of at least $50,000.00.

5. The Auction shall continue until there is only one offer for the Property that the Debtor determines in his sole and independent discretion, subject to Court approval, is the highest and best bid (hereafter the "Successful Bid"). In making his decision, the Debtor shall consider, without limitation, the amount of the purchase price, the form of consideration being offered, the net cash proceeds to be received by the Bankruptcy Estate, the likelihood of the bidder's ability to close a transaction and perform thereunder, and the timing thereof. Neither the Buyer not any Qualified Bidder shall have standing to challenge or raise arguments concerning the relative value or certainty of a completing bid. The Qualified Bidder submitting such Successful Bid shall become the "Successful Bidder" and shall have such rights and responsibilities of the purchaser, as set forth in the Purchase Agreement.

6. Any Qualified Bidder's bid or the Successful Bid is irrevocable until the closing of the Sale.

7. The Successful Bid shall be subject to Court approval.

8. **Back-Up Bidder**. The second highest bidder may be designated as the "Back-Up Bidder," and the second highest bid shall be designated as the "Back-Up Bid." If the Successful Bidder fails to consummate the sale within the time period provided in the Purchase Agreement because of a breach or a failure to perform on the part of the Successful Bidder, the Back-Up Bid will be deemed to be the new Successful Bid and the Debtor will be authorized to consummate the sale with the Back-Up Bidder without further order of the Bankruptcy Court. In such case, the defaulting Successful Bidder's deposit shall be forfeited to the Debtor and the Debtor specifically reserves the right to seek all available damages against the defaulting Successful Bidder. The Back-Up Bidder shall be required to close the sale by the earlier of (a) 30 calendar days from the expiration of the deadline for the Successful Bidder to close the sale; or (b) 30 calendar days from the date that the Successful Bidder informs the Debtor in writing or it is confirmed in writing by the Debtor, that it will not close the Sale.

9. **The Proposed Sale Notice Procedures (the "Notice Procedures").**

Notwithstanding receipt of the Purchase Agreement, the Debtor, with the assistance of the Broker, will continue to respond to inquiries regarding the Property, and will continue discussions

with prospective overbidders. The Debtor (through the Broker) will inform all potentially interested buyers of the Overbid Procedures. Further, this Sale Motion is being served by ECF and/or first class mail, no later than 21 days before the Sale Hearing, on the office of the United States Trustee, the Debtor, the Buyer, all persons/entities that the Preliminary Title Report (**Exhibit "1"**) show as having purported liens on the Property, all parties having filed requests for courtesy NEF and all creditors in the Bankruptcy Case.

In the case at hand, the Debtor respectfully submits that the bidding procedures are reasonable, appropriate, and satisfy the business judgment rule. Further the Debtor submits that the initial minimum overbid of $3,050,000.00 is justified by the facts of this case. The Debtor submits that given the size of the transaction, a minimum overbid of approximately $50,000 greater than the Purchase Price is reasonable, will assure that the Estate will not lose money by accepting a higher bid, and will not chill the bidding process. Finally, the Debtor submits that the subsequent incremental bids of $50,000.00 are reasonable, and are designed to encourage bidding, yet at the same time avoid the unnecessary delay that would come with a smaller incremental bid amount.

THE PROPOSED SALE SHOULD BE APPROVED.

A. The Proposed Sale Is Within The Debtor's Business Judgment And Should Be Approved.

1. A Sound Business Reason Exists For The Sale.

The Debtor respectfully submits that adequate business reasons exist to satisfy the sale. The Debtor determined that the Sale will assist in maximizing the return to creditors. The Property is the sole property of this estate and the fastest and most cost efficient manner for creditors to be paid is by way of a sale. The contingencies to the Sale have been, or are on the verge of, being satisfied. Thus, Court approval is the only real contingency left to permit the Sale to be completed.

2. The Proposed Consideration is Fair and Reasonable.

The Buyer's offer to purchase the Property represents fair and reasonable consideration for the Property. The fairness and reasonableness of the consideration to be received by the Estate for the Property is demonstrated by the marketing of the Property by the Broker which marketing the Debtor believes is the best means for establishing whether a fair and reasonable price is being paid for the Property. In addition, the Sale is subject to overbid.

3. The Debtor Negotiated the Sale of the Property in Good Faith.

Section 363(m) of the Bankruptcy Code provides that "[t]he reversal or modification on appeal of an authorization under section (b) or (c) of this section of a sale, or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith. . . ." 11 U.S.C. § 363(m).

The Purchase Agreement was a product of a good faith arm's length negotiation between the Debtor and the Buyer. Buyer is not an "insider" of the Debtor within the meaning of § 101(31) of the Bankruptcy Code, and will not be controlled by, or act on behalf of any insider of the Debtor. Accordingly, the Debtor requests the Court to find that Buyer is a "good faith" purchaser for purposes of § 363(m) of the Bankruptcy Code with respect to the Sale. The Debtor further requests that the Court find that the Sale is not subject to avoidance under § 363(n).

4. The Sale Is Subject to the Legitimate Liens of the Estate.

The Debtor and its counsel have further reviewed the Purchase Agreement, the liens against the Property, the viability of the buyer under the Purchase Agreement, and have determined that there is sufficient equity in the Property above all legitimate liens and costs of sale to justify proceeding with the sale of the Property free and clear of liens for the benefit of the Estate under 11 U.S.C. § 363.

Specifically, and without limitation, the Debtor has been provided with an estimated closing statement ("Closing Statement") from Commerce Escrow, Inc. where the Purchase Agreement is now in escrow.

On November 14, 2014, the Debtor filed an amended Schedule F showing total unsecured debt of $54,000. As indicated in the Closing Statement, the amount to be received will be sufficient to pay this amount and all creditors in full. This et is also above and beyond the maximum amount allowable to both Fairlake.

4. Adequate Notice Of The Sale Is Being Provided.

To ensure that adequate notice of this Motion is provided, the Debtor is serving this Motion, including all exhibits thereto, by ECF and/or first class mail, no later than 21 days before the Sale Hearing, on the Office of the United States Trustee, the Buyer, all persons/entities that the Preliminary Title Report shows as having purported liens on the Property, all parties having filed requests for courtesy NEF, and all creditors[2] in the Bankruptcy Case. The Debtor submits –and requests that the Sale Order finds—that such notice constitutes good and sufficient notice of the relief requested in this Motion.

X. THE SALE SHOULD BE APPROVED FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND INTERSTS PURSUANT TO 11 U.S.C. § 363(f)

The Debtor requests that the Sale be approved free and clear of liens, claims, encumbrances and interests ("Interests") pursuant to 11 U.S.C. § 363(f), with any such Interest to attach to the sale proceeds with the same validity, enforceability, and priority, if any, as existed with respect to the Property as of the Petition Date. Pursuant to Section 363(f), a trustee (or debtor in possession) may sell property free and clear of Interests if one of the following conditions is satisfied:

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
(2) such entity consents;
(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
(4) such interest is in bona fide dispute; or
(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Section 363(f) is written in the disjunctive, and thus satisfaction of any one of its five requirements will suffice to permit the sale of the Property free and clear of all Interests. *See, e.g., In re Kellstrom Indus., Inc.,* 282 B.R. 787, 793 (Bankr. D. Del. 2002). The Debtor submits that one or more of these requirements has been satisfied here, including, without limitation, subsections (f)(3) and (f)(4).

The liens against the Property are shown by way of the Preliminary Title Report. According to this report, the Debtor owes $70,752.12 for property taxes[3]. the debt which Fairlake claims owing as of December 24, 2014 is $2,310,185.22. Thus the total of the Interests owing against the Property is approximately $2,382,185.22. This sum is less than the sale price, thereby supporting a sale free and clear under subsection (f)(3).

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[2] The Debtor is providing notice of this Motion to all creditors to ensure sufficient notice of the Motion.

[3] The Los Angeles County Treasurer and Tax Collector also filed Proof of Claim #2-1 in the claim amount of $78,753.95. The Debtor is in discussions with the County and anticipates this claim will be reduced to approximately $72,000.00.

The Debtor further contests the amounts claimed by both Fairlake. The Debtor has filed its Complaint to (1) Determine the Nature, Extent and Validity of Lien Under 11 U.S.C. §506; and (2) For Declaratory Relief as Adversary No. 2:14-01836-BB to reduce the amount claimed by Fairlake on the basis of, without limitation, usury, other overcharges, misapplications of payments and non-application of payments. The Debtor has also filed its initial Plan of Reorganization, which plan will be amended by its First Amended Plan of Reorganization. Under the Plan, the Debtor will be curing the Fairlake claim, thus eliminating any basis for default interest. *In re Entz-White Lumber and Supply, Inc. 850 F.2d 1338 (9th Cir. 1988).*

In calculating the interest due to Fairlake at the contract rate of 7% (versus the 18% default rate), and in eliminating all other contested attorneys and related fees, the Debtor has computed the undisputed amount due to Fairlake as of March 11, 2015 as $1,846,508.08. The Debtor proposes by way of this Sale Motion that Fairlake be paid this undisputed amount as part of the closing, and that any further funds (estimated to be approximately $466,754.00) be held in escrow pending further Court determination.

Thus, the Debtor has a bona fide disputes with Fairlake with such dispute forming a further basis for a sale free and clear of liens pursuant to subsection (f)(4). Based on the foregoing, the Debtor proposes to distribute funds from the close of escrow in accordance with the Closing Statement. Any sums not indicated therein will be held for further Court determination.

A. The Debtor Also Seeks a Finding That the Court's February 11, 2015 Ruling Does Not Prejudice It's Right to Eliminate Default Interest.

At the hearing on Fairlake's Motions on February 11, 2015, the Court was concerned that the Buyer may not wish to wait until the confirmation was completed before completing the Sale. It was for this reason that the Court ordered the Debtor to file its 363 sale motion by February 18, 2015. At the time of the hearing, the Court had not been briefed on the issue of eliminating a lender's default interest via a 363 sale versus a liquidating plan.

The Debtor is therefore certain that the Court did not intend to prejudice any legal right which the Debtor may (or may not) have to eliminate default interest by ruling that the Debtor must proceed with a 363 sale versus selling the Property through the current liquidating Plan. Aside from the fact that the Court had no intention to prejudice the Debtor's rights on this issue, there are at least two other reasons why the Court should issue a ruling protecting the Debtor's right to eliminate default interest.

First, the Court has not foreclosed the Debtor's right to proceed with the plan process once the Sale is completed. Nor has the Court issued any ruling precluding the Debtor from eliminating default interest as part of its Plan. The elimination of default interest is a key component of the Plan. Second, it is often true that a debtor will commence selling assets prior to the confirmation of a liquidating plan. The Debtor should therefore be free to do so without limiting the scope of its Plan.

Accordingly, the Debtor seeks an order from this Court that none of the Debtor's rights to eliminate default interest have been affected by selling the Property by way of this Sale Motion, and that the Debtor is free to proceed with the Plan process. Any decision regarding the elimination of Fairlake's default interest will then be the subject of further briefing and determination by this Court as part of the Plan process.

XI. THE COURT SHOULD WAIVE OR REDUCE THE STAY PERIOD OF FRBP 6004(H).

Pursuant to Rule 6004(h) od the Federal Rules of Bankruptcy Procedure, an order authorizing the sale of property and the assignment of executory contracts is stayed for fourteen days after the entry of the order, unless a court orders otherwise. The Debtor requests that the Court waive the fourteen day stay provided in Federal Rule of Bankruptcy Procedure 6004(h).

The Debtor submits that assuring the prospective purchasers (bidders) of the finality of the sale will equate to higher bids at the Sale hearing. It is important to the Debtor and certainly to any prospective purchaser that the transaction closes as soon as possible. Thus, the Debtor believes that a waiver of the fourteen day stay period is appropriate.

The Debtor requests that the Court waive the automatic stay provision of Federal Rule of Bankruptcy Procedure 6004(h). Although Rule 6004(h) is silent as to when a court should "order otherwise" and eliminate or reduce the stay period, Collier on Bankruptcy suggests that the period should be eliminated to allow a sale or other transaction to close immediately "when there has been no objection to the procedure." 10 COLLIER ON BANKRUPTCY ¶6004.10 (A. Resnick, 15th ed. Rev. 2009). Furthermore, Collier suggests that if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay should be reduced to the amount of time necessary to file such an appeal and to seek a stay. *Id.* The Debtor thus requests that the Court waive the Rule 6004(h) stay, unless an objecting party seeks to file an appeal and demonstrates that the stay is necessary to further an appeal.

XII. THE PURCHASER SHOULD BE ENTITLED TO GOOD FAITH PURCHASER STATUS PURSUANT TO SECTION 363(M) OF THE BANKRUPTCY CODE.

As noted above, the Debtor requests as part of the approval of the proposed Sale transaction that the Court find that the Prospective purchaser is qualified to purchase the Property and will do so in good faith within the meaning of Bankruptcy Code §363(m).

The purchase is to be made in accordance with Court approved Bidding Procedures and in an open and transparent manner. As a result, the Debtor proposes Sale process herein involves an arms' length transaction, and all payments, and all material agreement and arrangements entered into with any prospective purchaser are to be fully disclosed. The Debtor does not have any relationship with the Buyer, other than through this Sale.

XIII. CONCLUSION.

Based on the grounds stated herein and based on the Membreno Declaration, the Debtor respectfully requests that the Court enter an order granting the Motion and order specifically as follows.

1. Finding that notice and opportunity for hearing given in connection with this Motion were adequate and proper under the Bankruptcy Rules and the Local Bankruptcy Rules for the Central District of California.

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

3. Approving the Bidding Procedures;

4. Approving the Sale of the Property for at least $3,000,000.00 to the Buyer, or to a qualified overbidder on an "as is" basis without any warranties, expressed or implied, and without any contingencies;

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

6. Approving the Sale free and clear of liens pursuant to 11 U.S.C. § 363(f);

7. Finding that the Buyer or any winning overbidder is a good faith purchaser pursuant to §363(m) of the United States Bankruptcy Code;

8. Waiving the fourteen day stay period under Federal Rule of Bankruptcy Procedure 6004(h);

9. Approving the Purchase Agreement;

10. Finding that none of the Debtor's rights to eliminate default interest have been affected by selling the Property by way of this Sale Motion, and that this issue will be addressed as part of the Plan process;

11. Approving the distribution of certain of the proceeds from the Sale while keeping any remaining portion in escrow, as further set forth herein; and

12. Granting such further relief as may be just and appropriate under the circumstances of this case.

Dated: February 18, 2015

LAW OFFICE OF ROBERT M. ARONSON
/s/ Robert M. Aronson
Robert M. Aronson, Attorney for
Debtor FE &J, Inc.

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:

444 S. Flower Street, Suite 1700
Los Angeles, CA 90071

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*) 02/18/2015, 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:

United State Trustee (LA) ustpregion16.la.ecf@usdoj.gov
Kelly L. Morrison (Office of the US Trustee LA) kelly.l.morrison@usdoj.gov
Ira Benjamin Katz (For Creditor: Fairlake Street Capital, LLC) ikatz@gershunikatz.com

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:
On (*date*) 02/18/2015, 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 Judge Sheri Bluebond
United States Bankrupcy Court / Central District of California
255 E. Temple Street, Suite 1482/Courtroom 1475
Los Angeles, CA 90012

United States Trustee
915 Wilshire Boulevard, Suite 1850
Los Angeles, CA 90017

☒ 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.

02/18/2015	Evelyn Cruz	/s/Evelyn Cruz
Date	*Printed Name*	*Signature*

In re: FE&J, Inc. Debtor(s).	CHAPTER: 11 CASE NUMBER: 2:14-bk-31207-BB

SERVICE LIST CONTINUED:

2. SERVED BY UNITED STATES MAIL:

SECURED CREDITOR

Fairlake Street Capital, LLC
C/O Ira B. Katz
Gershuni & Katz, ALC
1901 Avenue of the Stars
Suite 300
Los Angeles, CA 90067

20 LARGEST CREDITORS

Employment Development Department
Bankruptcy Group MIC 92E
P.O. Box 826880
Sacramento, CA 94280-0001

Fairlake Street Capital LLC
150 East 52nd Street
27th Floor
New York, NY 10022

Franchise Tax Board
Bankruptcy Section, MS: A-340
P.O. Box 2952
Sacramento, CA 95812-2952

Francis Membreno
5065 Pacific Blvd
Los Angeles, CA 90058

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Los Angeles County Tax Collector
P.O. Box 541110
Los Angeles, CA 90054-0010

Securities Exchange Commission
5670 Wilshire Boulevard,
11th Floor
Los Angeles, California 90036

Fred Figueroa
338 South Rosemead Blvd
Pasadena, CA 91107

Juan Carlos Escobar
2735 Whittier Blvd

BROKER

Jeff Rinkov/ Scott Kroman
Lee & Associates
500 Citadel Drive, Suite 140
Commerce, CA 90040

BUYER

Melik Dye Works, Inc.
Attention: Fred Labib
3780 S. Main Street
Los Angeles, CA 9007

In re: **FE&J, Inc.** Debtor(s).	CHAPTER **11** CASE NUMBER **2:14-bk-31207**

Los Angeles, CA 90023

Juan Garcia Valdez
2263 Valley Blvd., Apt #207
Pomona, CA 91768

Richard T. Miller
7120 Hayvenhurst Avenue #108
Van Nuys, CA 91406