

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Aram Ordubegian (SBN 185142)                  Andy S. Kong (SBN 243933)                  M. Douglas Flahaut (SBN 245558)  <b>ARENT FOX LLP</b>                  555 West Fifth Street, 48th Floor                  Los Angeles, CA 90013-1065                  Telephone: 213.629.7400                  Facsimile: 213.629.7401                  E-mail: aram.ordubegian@arentfox.com                  andy.kong@arentfox.com                  douglas.flahaut@arentfox.com</p> <p><input type="checkbox"/> Individual appearing without attorney  <input checked="" type="checkbox"/> Attorney for: David K. Gottlieb, Chapter 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION**

<p>In re: <b>BRIAN SULLIVAN,</b></p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 1:12-bk-17247-VK CHAPTER: 7</p> <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<b>Sale Date:</b> July 9, 2015	<b>Time:</b> 2:00 p.m.
<b>Location:</b> Courtroom 301, United States Bankruptcy Court, 21041 Burbank Boulevard, Woodland Hills, CA 91367	

**Type of Sale:**  Public  Private **Last date to file objections:** June 25, 2015

**Description of property to be sold:** The above-captioned bankruptcy estate's interests in certain litigation pending in Los Angeles County Superior Court Case No. BC472749 as described more fully in the court-approved Bid Procedures attached hereto as Exhibit 1 and the Trustee's Motion for Order (1) Approving the Sale of Assets Under 11 U.S.C. § 363, Subject to Higher and Better Offers; And (2) Approving Settlement Agreement Pursuant to Fed. R. Bankr. P. 9019 (the "Motion") filed concurrently herewith

**Terms and conditions of sale:** See the court-approved bid procedures attached hereto as Exhibit 1 and the Motion filed concurrently herewith. Additionally, the Trustee does not foresee any significant tax issues arising on account of the sale.

**Proposed sale price:** \$25,000.00

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):** See attached court-approved Bid Procedures.

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

**Sale Date:** July 9, 2015

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**Time:** 2:00 p.m.

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**Location:** Courtroom 301, United States Bankruptcy Court, 21041  
Burbank Boulevard, Woodland Hills, CA 91367

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

M. Douglas Flahaut

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Arent Fox LLP

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555 West Fifth Street, 48<sup>th</sup> Floor

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Los Angeles, CA 90013-1065

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Telephone: 213 443 7559

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Fax: 213 629 7401

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E-Mail: douglas.flahaut@arentfox.com

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Date: June 18, 2015

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

# EXHIBIT 1

### **Bidding Procedures**

Set forth below are the bidding procedures (the “Bid Procedures”) to be employed with respect to the prospective sale (the “Sale”) by David K. Gottlieb, the duly appointed chapter 7 trustee (the “Seller”) of the Brian Sullivan bankruptcy estate (the “Estate”) (Bankruptcy Case No. 1:12-bk-17247-VK), of the Estate’s right to the State Action and the Causes of Action, as those terms are defined in the executed Settlement Agreement and Asset Purchase Agreement attached hereto and incorporated herewith as **Exhibit A** (the “Litigation Assets”).

Seller has currently entered into an agreement (the “Settlement and Sale Agreement”) for the sale of the Litigation Assets to David J. Levin, M.D. (“Dr. Levin” or the “Buyer”). Seller will seek entry of an order by the United States Bankruptcy Court (the “Bankruptcy Court”), among other things, authorizing and approving the Sale to Buyer or to a Qualified Overbidder (as hereinafter defined) which the Bankruptcy Court may determine to have made the highest or otherwise best offer to purchase the Litigation Assets (the “Successful Over-Bidder(s)”).

### **The Bidding Process**

Seller shall (i) determine whether any person is a Qualified Overbidder, (ii) coordinate the efforts of Qualified Overbidders in conducting their respective due diligence investigations regarding the Litigation Assets, (iii) receive offers from Qualified Overbidders, and (iv) negotiate any offer made to purchase the Litigation Assets (collectively, the “Bidding Process”). Any person who wishes to participate in the Bidding Process must be a Qualified Overbidder. Neither Seller nor his representatives shall be obligated to furnish any information of any kind whatsoever related to the Litigation Assets to any person who is not a Qualified Overbidder. Seller shall have the right to adopt such other rules for the Bidding Process which, in his reasonable judgment, will better promote the goals of the Bidding Process and which are not inconsistent with any of the other provisions hereof, Title 11 of the United States Code, or of any Bankruptcy Court order.

### **Participation-Bid Requirements**

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the Bidding Process, each person (a “Potential Bidder”) must deliver to Seller the following documents (the “Required Bid Documents”) at least three (3) business days prior to the Auction (defined below), unless Seller waives in writing any/all of these requirements:

(a) Current financial statements or other financial information of the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of acquiring the Litigation Assets, current financial statements or other financial information of the equity holder(s) of the Potential Bidder, or such other form of financial disclosure acceptable to Seller and his advisors, demonstrating such Potential Bidder’s ability to close the proposed transaction;

(b) A letter stating that the Potential Bidder’s offer is irrevocable until the earlier of (x) two (2) business days after the Litigation Assets has been disposed of pursuant to these Bidding Procedures, or (y) thirty (30) days after the Sale Hearing (defined below);

(c) An executed copy of a purchase agreement: (i) acceptable in form to Seller (the “Overbid Purchase Agreement”), (ii) clearly marked to show any changes from the terms of the Settlement and Sale Agreement, or (iii) on the same or more favorable terms as the Settlement and Sale Agreement; provided, however, the purchase price in such proposed Overbid Purchase Agreement must be at least \$30,000.00; and

(d) A good faith deposit (the “Good Faith Deposit”) in the form of a certified check (or other form acceptable to Seller in his sole discretion) payable to the order of Seller (or such other party as Seller may determine to hold such funds in escrow) in an amount equal to \$10,000.00.

A Qualified Overbidder is a Potential Bidder that delivers the documents described in subparagraphs (a), (b), (c), and (d), above, whose financial information demonstrates the financial capability of the Potential Bidder to consummate the Sale, and that Seller determines is reasonably likely (based on the availability of financing, experience and other considerations) to submit a *bona fide* offer and to be able to consummate the Sale if selected as the Successful Over-Bidder(s).

Within two (2) business days after a Potential Bidder delivers all of the materials required by subparagraphs (a), (b), (c), and (d) above, Seller shall determine, and shall notify the Potential Bidder in writing, whether the Potential Bidder is a Qualified Overbidder.

The Buyer’s offer set forth in the Sale Agreement and any overbid by Buyer is also a “Qualified Bid” herein.

### **Due Diligence**

Seller may afford each Qualified Overbidder reasonable due diligence access to the Litigation Assets. Seller will designate an appropriate representative to coordinate all reasonable requests for additional information and due diligence access for such bidders. Seller shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined herein). Neither Seller nor any of his representatives are obligated to furnish any information relating to the Litigation Assets to any person except to a Qualified Overbidder who provides the Required Bid Documents. Potential Bidders are advised to exercise their own discretion before relying on any information regarding the Litigation Assets provided by anyone other than Seller or his representatives.

### **Bid Deadline**

A Qualified Overbidder that desires to make a bid shall deliver a written copy of his/her/its bid to Seller’s counsel, M. Douglas Flahaut, Esq. of Arent Fox LLP at 555 West Fifth Street, 48<sup>th</sup> Floor, Los Angeles, California 90013 (fax: 213-629-7401; email: [flahaut.douglas@arentfox.com](mailto:flahaut.douglas@arentfox.com)) **on or before 4:00 p.m. PDT on the third business day prior to the Auction (defined below)**. Seller may extend such deadline in his sole discretion (such deadline, including such extension, the “Bid Deadline”). In addition to the above-referenced extension, Seller may extend the Bid Deadline once or successively, but he is not obligated to do so.

### **"As Is, Where Is"**

The Sale of the Litigation Assets shall be on an “As Is, Where Is” basis and without representations or warranties of any kind, nature, or description by Seller, his agents or the Estate except to the extent set forth in the Overbid Purchase Agreement of the Successful Over-Bidder as accepted by Seller and approved by the Bankruptcy Court. Except as otherwise provided in the Sale Agreement or an Overbid Purchase Agreement acceptable to Seller, and approved by the Bankruptcy Court, all Seller’s and the Estate’s rights, title and interests in and to the Litigation Assets shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively, the “Interests”) in

accordance with 11 U.S.C. §§ 363 and 365, with such Interests to attach to the net proceeds of the Sale of the Litigation Assets.

Each Potential Bidder shall be deemed to acknowledge and represent he/she/it has had an opportunity to inspect and examine the Litigation Assets and to conduct any and all due diligence regarding the Litigation Assets prior to making his/her/its offer; that he/she/it has relied solely upon his/her/its own independent review, investigation and/or inspection of any documents and/or assets in making his/her/its bid; and that he/she/it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Litigation Assets, or the completeness of any information provided in connection therewith or the Auction (as defined below), except as expressly stated in these Bidding Procedures or, as to the Successful Over-Bidder, the Sale Agreement or the Overbid Purchase Agreement.

### **Sale Hearing and Auction**

After all Qualified Bids have been received, Seller shall conduct an auction (the "Auction") for the Litigation Assets. Such Auction shall take place in Court on **July 9, 2015, commencing at 2:00 p.m.** Only a Qualified Overbidder who has submitted a Qualified Bid will be eligible to participate at the Auction. At such Auction, Buyer and Qualified Overbidders will be permitted to increase their bids. Based upon the terms of the Qualified Bids received, the level of interest expressed as to the Litigation Assets and such other information as Seller determines is relevant, Seller, after reasonable efforts to consult with interested parties, shall conduct an Auction in the manner designed to result in the highest or otherwise best offer for the Litigation Assets including, but not limited to (i) setting subsequent bid amounts in \$2,500.00 increments or such other amounts as the Bankruptcy Court may order provided however, that the initial overbid by a Qualified Bidder must be \$30,000.00 and (ii) providing for such additional procedural rules that Seller determines, subject to Bankruptcy Court approval, to be reasonable under the circumstances for conducting the Auction.

Upon conclusion of the Auction, Seller shall (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the Sale and (ii) identify the highest and otherwise best offer (the "Successful Over-Bid"). At the Sale Hearing, Seller shall present to the Bankruptcy Court for approval, the Successful Over-Bid and any backup bids. Subject to Bankruptcy Court approval, Seller may adopt rules for the Bidding Process that are not inconsistent with any of the provisions of the Bankruptcy Code, Bankruptcy Rules, any Bankruptcy Court order, or these Bidding Procedures.

The sale hearing (the "Sale Hearing") shall take place immediately following the Auction. The Sale Hearing may be adjourned or rescheduled without notice by an announcement of the adjourned date of the Sale Hearing. At such Sale Hearing, Seller shall present the Successful Over-Bid to the Bankruptcy Court for approval. Following the Sale Hearing approving the Sale of the Litigation Assets to a Successful Over-Bidder, if such Successful Over-Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Over-Bidder, (a) he/she/it will forfeit his/her/its Good Faith Deposit to Seller and Seller may pursue any and all of his options at law and in equity with respect to such breach and (b) the next highest or otherwise best Qualified Bid, as disclosed at the Sale Hearing, shall be deemed to be the Successful Over-Bid and Seller shall be authorized to effectuate such sale without further order of the Bankruptcy Court or (c) Seller may reschedule for a later date and time, another auction for the Litigation Assets.

### **Acceptance of Qualified Bids**

Seller presently intends to sell the Litigation Assets to Buyer or the highest or otherwise best Qualified Overbidder. Seller's presentation to the Bankruptcy Court for approval of a particular Qualified Bid does not constitute Seller's acceptance of such bid. Seller will be deemed to have accepted a bid only when the bid has been approved by an order of the Bankruptcy Court.

### **Return of Good Faith Deposit**

Within five (5) business days after the entry by the Bankruptcy Court approving the Sale of the Litigation Assets to the Successful Over-Bidder, any Good Faith Deposits submitted by Qualified Bidders shall be returned, along with interest accrued thereon, if any, except for the Good Faith Deposit of the Successful Over-Bidder (and except with respect to any Qualified Bidder willing to serve as a back-up bidder), in which case the Good Faith Deposit will be applied to the purchase price for the Litigation Assets, and except with respect to any bidder that forfeits his/her/its Good Faith Deposit. In the event a back-up bidder is selected and agrees to be designated as such, that Qualified Bidder's Good Faith Deposit shall continue to be held until the time the sale to the Successful Over-Bidder closes or the back-up bidder becomes the Successful Over-Bidder, at which time the Good Faith Deposit will be applied to the final purchase price.

### **Modifications**

Seller may (a) determine, in his business judgment, which Qualified Bid, if any, is the highest or otherwise best offer; and (b) reject at any time before the entry of an order of the Bankruptcy Court approving a Qualified Bid, any bid that, in Seller's reasonable discretion is (i) inadequate or insufficient, (ii) not in conformity with the conditions of sale, or (iii) contrary to the best interests of Seller, the Estate and/or its creditors. At or before the Sale Hearing, Seller may impose such other terms and conditions as he may determine to be in the best interest of Estate, its creditors and/or other parties in interest, provided that any such other terms or conditions are approved by the Bankruptcy Court.

## **EXHIBIT A**

## **SETTLEMENT AGREEMENT AND ASSET PURCHASE AGREEMENT**

This Settlement Agreement and Asset Purchase Agreement (the “**Agreement**”) is entered into by and between David J. Levin, M.D., an individual (“**Buyer**”), on the one hand, and David Keith Gottlieb, solely in his capacity as the duly appointed Chapter 7 Trustee (“**Seller**”) of debtor Brian Sullivan’s (the “**Debtor**”) bankruptcy estate (the “**Estate**”) on the other hand, as of the \_\_\_th day of May 2015. Buyer and Seller are referred to collectively as the “**Parties**.”

### **RECITALS**

A. The Debtor filed a chapter 7 petition in the United States Bankruptcy Court, Central District of California, Los Angeles Division, bankruptcy case no. 1:12-bk-17247-VK (the “**Bankruptcy Case**”), on August 10, 2012 (the “**Petition Date**”) and David Keith Gottlieb was duly appointed as the chapter 7 trustee of the Debtor’s Estate.

B. Prior to the Petition Date, Daniel Sherlock and Jason Blaylock (the “**Plaintiffs**”) commenced an action in the Los Angeles Superior Court, Case No. BC472749 (the “**State Action**”) styled *Daniel Sherlock, et al. vs. Brian P. Sullivan, et al.* alleging three (3) causes of action for fraudulent transfer, conspiracy to defraud creditors, and declaratory relief (collectively, the “**Causes of Action**”), all as more thoroughly detailed in the State Action. Plaintiffs alleged that Debtor made certain fraudulent transfers involving the real property commonly known as 3325 Wrightwood Drive, Studio City, California (the “**Property**”) and that Debtor conspired with others to defraud creditors in violation of California Civil Code Sections 3439 – 3439.12.<sup>1</sup>

C. The State Court Action was pending as of the Petition Date but stayed pursuant to 11 U.S.C. § 362 upon the commencement of the Bankruptcy Case.

D. Buyer desires to be released of all claims in the State Action and to purchase and acquire from Seller all of the Estate’s interest in the Causes of Action and State Action. Seller desires to release Buyer from all claims in the State Action and to sell, convey, assign and transfer to Buyer the Estate’s interest in the Causes of Action and State Action pursuant to the terms and conditions hereof.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the recitals and mutual promises contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Release and Purchase and Sale of Causes of Action.** Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price (defined below), at the closing, Seller shall release Buyer from all claims in the State Action (the

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<sup>1</sup> An order approving the sale of the Property pursuant to 11 U.S.C. § 363 was entered by the Bankruptcy Court on November 14, 2013.

“Release”) and then sell, assign, convey, and transfer to Buyer, and Buyer shall purchase and accept from Seller, on the Closing Date (defined below), all of the Estate’s rights, title and interest in and to the Causes of Action and State Action, as to all other named and Doe defendants, free and clear of all liens, claims, encumbrances and other interests. Seller will move the Bankruptcy Court for a finding that the Causes of Action and State Action are property of the estate within the meaning of 11 U.S.C. § 541.

2. **Purchase Price.** Buyer shall pay to Seller the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the “Purchase Price”), subject to overbid, to purchase Release and the Estate’s interest in the Causes of Action and State Action. The payment shall be made in good funds, in lump sum, to Seller upon entry of the Final Order (as defined in paragraph 3, below) approving the Release and the sale of the Causes of Action and State to Buyer. The payment shall be timely received by Seller’s counsel: Arent Fox LLP, Attn: Andy S. Kong, located at 555 West Fifth Street, 48<sup>th</sup> Floor, Los Angeles, California 90013.

3. **Payment Required Only Upon Entry of Final Order.** For purposes of this Agreement, the Final Order shall become final (“Final Order”) on the first business day on which no stay of the order approving the sale is and remains in effect that is after fourteen (14) days (as calculated in accordance with Federal Rule of Bankruptcy Rule 9006(a)) following the date upon which the order approving the Release and sale is entered and has not been reversed, amended or modified. Buyer’s obligation under this Agreement shall only arise if Buyer is the successful buyer or overbidder at the auction sale of the Release, Causes of Action and State Action and there is a finding by the Bankruptcy Court that the Causes of Action and State Action are property of the estate within the meaning of 11 U.S.C. § 541.

4. **Effectiveness of Agreement and Incorporation of Recitals.** The recitals set forth above are incorporated into this Agreement as though set forth in full. This Agreement shall become effective only when the Bankruptcy Court enters the Final Order.

5. **Assignment of Rights.** Effective upon entry of the Final Order and the Buyer’s payment of the Purchase Price, the Seller shall provide Buyer an executed request for dismissal with prejudice as to Buyer in the State Action, and then hereby sells, assigns and transfers to the Buyer, free and clear of all liens, claims, interests or encumbrances of any sort to the fullest extent permitted under 11 U.S.C. section 363(f), all of the Estate’s right, title and interest in, to and in connection with the Causes of Action and State Action (collectively, the “Assigned Rights”). Seller shall execute any further documents as reasonably requested by Buyer that may be required to effectuate the transfer and assignment of all rights, title and interest in, to and in connection with the Causes of Action and State Action.

6. **Good Faith Finding and Overbidders.** Seller shall move the Bankruptcy Court for a finding that Buyer’s purchase of the Release, Causes of Action and State Action constitutes a purchase in good faith within the meaning of section 363(m) of the Bankruptcy Code and that Buyer shall have the protections afforded by that section. Buyer understands that given his relationship to Debtor, the Bankruptcy Court may not grant a good faith finding and that it is Buyer’s sole and exclusive obligation to submit sufficient evidence and argument to the Bankruptcy Court in support of a good faith finding within the meaning of §

363(m) of the Bankruptcy Code. Buyer further understands that Seller will seek overbidders to Buyer at an auction to be conducted in open court.

6. **Mutual Representations and Warranties.** The Parties hereby represent and warrant to each other the following, each of which is a continuing representation and warranty:

- a. Seller has not assigned or transferred, or purported to assign or transfer, to any person or entity any rights assigned herein or any claims.
- b. This Agreement is a valid and binding obligation of the Seller and the Estate, enforceable against each of them in accordance with its terms.
- c. Except as otherwise expressly provided in this Agreement, no consent or approval is required by any other person or entity in order for the Seller to carry out the provisions of this Agreement. In addition, each person signing this Agreement warrants that he or she is legally competent and authorized to execute this Agreement on behalf of the party whose name is subscribed at or above such person's signature.
- d. Each of the Parties hereto has received independent legal advice from attorneys of their choice with respect to the advisability of making the agreements provided herein and with respect to the advisability of executing this Agreement, and prior to the execution of this Agreement by the parties hereto, their attorneys reviewed this Agreement with them and have made all desired changes.
- e. Except as otherwise expressly stated in this Agreement, the Seller and Buyer have not made any statement or representation to the other regarding any facts relied upon by them in entering into this Agreement, and each of them specifically does not rely upon any statement, representation, or promise of the other party hereto or any other person or entity in entering into this Agreement, except as expressly stated in this Agreement. Each party has relied upon their own investigation and analysis of the facts and not on any statement or representation made by any other party in choosing to enter into this Agreement and the transactions contemplated herein.
- f. The Parties hereto and their respective attorneys have made such investigation of the facts pertaining to this Agreement and all of the matters pertaining thereto, as they deem necessary.

7. **No Admission of Liability.** Nothing in this Agreement shall be construed as an admission of liability, fault, or violation of any civil or criminal statute or damage by any party. Each party hereto denies liability to each other.

8. **Notices.** Notices, requests and other communications hereunder shall be in writing and shall be delivered by hand, by facsimile, by courier service such as Federal Express, e-mail or by first class mail, postage prepaid, to the Parties at the following addresses:

**Buyer:**

c/o Alan W. Forsley, Esq.  
Fredman Liebermann Pearl LLP  
1875 Century Park East, Ste. 2230  
Los Angeles, California 90067  
Tel: (310) 284-7350  
e-mail: alan.forsley@flpllp.com

**Seller:**

c/o Andy Kong, Esq.  
Arent Fox LLP  
555 West Fifth Street, 48th Floor  
Los Angeles, CA 90013  
Tel: (213) 629-7410  
e-mail: andy.kong@arentfox.com

**9. Miscellaneous.**

a. Except as provided herein, all covenants, releases, warranties, and representations made by the Parties to one another pursuant to this Agreement shall be and remain in full force and effect upon this Agreement becoming effective.

b. The Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be appropriate or reasonably necessary, from time to time, to effectuate the agreements and understandings of the parties, whether the same occur before or after the date of this Agreement.

c. This Agreement is the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between the Parties hereto with respect thereto. In addition, this Agreement may not be modified or amended, nor any of its provisions waived, except by an instrument in writing, signed by the Parties hereto.

d. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties hereto.

e. The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

f. To the extent that performance is to be governed by time, time shall be deemed to be of the essence hereof.

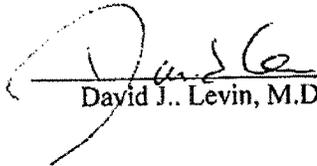
g. This Agreement is to be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and where state law is implicated, the laws of the State of California shall govern. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the provisions of this Agreement.

h. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same Agreement. This Agreement may also be executed by facsimile followed by delivery of the original executed Agreement.

i. This Agreement is the product of negotiations of the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any party by reason of that party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof.

j. Each party hereto shall bear all of their respective costs and expenses, including attorneys' fees, incurred in connection with all matters discussed herein and in the preparation, negotiation, execution, and obtaining of the required Bankruptcy Court approval of this Agreement.

IN WITNESS WHEREOF, the Parties hereto each have approved and executed this Agreement effective as of the date set forth above.

 05/29/15  
\_\_\_\_\_  
David J.. Levin, M.D., individually

\_\_\_\_\_  
David Keith Gottlieb, solely in his capacity  
as the Chapter 7 Trustee of the Brian Sullivan  
Bankruptcy Estate

h. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same Agreement. This Agreement may also be executed by facsimile followed by delivery of the original executed Agreement.

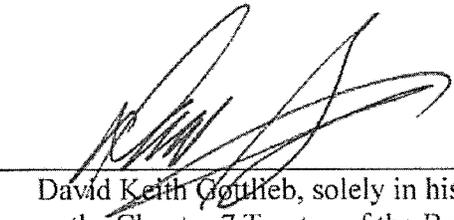
i. This Agreement is the product of negotiations of the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any party by reason of that party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof.

j. Each party hereto shall bear all of their respective costs and expenses, including attorneys' fees, incurred in connection with all matters discussed herein and in the preparation, negotiation, execution, and obtaining of the required Bankruptcy Court approval of this Agreement.

IN WITNESS WHEREOF, the Parties hereto each have approved and executed this Agreement effective as of the date set forth above.

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David J.. Levin, M.D., individually



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David Keith Gottlieb, solely in his capacity  
as the Chapter 7 Trustee of the Brian Sullivan  
Bankruptcy Estate

## 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:  
Arent Fox LLP, Gas Company Tower, 555 West Fifth Street, 48th Floor, Los Angeles, CA 90013.

A true and correct copy of the foregoing document entitled (*specify*): **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*) **June 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:

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) **June 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.

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.

**June 18, 2015**

*Date*

**AYLIN SOOKASSIANS**

*Printed Name*

**/s/ Aylin Sookassians**

*Signature*

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

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

Michael W Aiken on behalf of Creditor BMW Financial Services NA, LLC  
MAiken@NBSDefaultServices.com

Michael Jay Berger on behalf of Respondent David Levin  
michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforuptcy.com

M Douglas Flahaut on behalf of Trustee David Keith Gottlieb (TR)  
flahaut.douglas@arentfox.com

Alan W Forsley on behalf of Defendant Brian P Sullivan  
alan.forsley@flpllp.com, awf@fklawfirm.com,awf@fl-lawyers.net,addy.flores@flpllp.com,leon.coleman@flpllp.com

Alan W Forsley on behalf of Interested Party Fredman Lieberman Pearl  
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Alan W Forsley on behalf of Respondent David Levin  
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Marian Garza on behalf of Creditor BMW Financial Services NA, LLC  
ecfnotices@ascensioncapitalgroup.com

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Jeffrey L Goss on behalf of Plaintiff Daniel Sherlock  
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Jeffrey L Goss on behalf of Plaintiff Jason Blaylock  
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Russell H Rapoport on behalf of Creditor Jason Blaylock  
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A. Lysa Simon on behalf of Creditor Farmers Insurance Group Federal Credit Union  
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United States Trustee (SV)  
ustpreion16.wh.ecf@usdoj.gov

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

**2. SERVED BY UNITED STATES MAIL:**

**JUDGE**

The Honorable Victoria S. Kaufman  
United States Bankruptcy Court  
21041 Burbank Boulevard, Suite 354  
Woodland Hills, CA 91367

**DEBTOR**

Brian P Sullivan  
3325 Wrightwood Drive  
Studio City, CA 91604

**INTERESTED PARTIES**

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Brian P. Sullivan Insurance Agency, Inc.  
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David J. Levin  
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**STATE AND GOVERNMENT AGENCIES**

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

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

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

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

Los Angeles County Tax Collector  
P. O. Box 54110  
Los Angeles, CA 90054-0110

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**CREDITOR MATRIX**

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Assignee of Chase Bank USA, N.A.  
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Los Angeles, CA 90010-3865

Los Angeles County Sheriff  
14400 Erwin Street Mall, RM 110  
Van Nuys, CA 91401-2714

Internal Revenue Service  
Centralized Insolvency Operation  
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Chase Mht Bk  
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American Express Special Research  
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El Paso, TX 79998-1540

American Express Centurion Bank  
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Malvern, PA 19355-0701

Farmers Ins Grp Fed Credit Union  
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Dublin, OH 43016-0306

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Los Angeles City Clerk  
P. O. Box 53200  
Los Angeles, CA 90053-0200

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**REQUEST FOR SPECIAL NOTICE**

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