

<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) ARENT FOX LLP 555 West Fifth Street, 48th Floor Los Angeles, CA 90013-1065 Telephone: 213.629.7400 Facsimile: 213.629.7401 Email: aram.ordubegian@arentfox.com andy.kong@arentfox.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> General Bankruptcy Counsel for Chapter 7 Trustee, David Keith Gottlieb</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:</p> <p><b>BRIAN SULLIVAN,</b></p> <p align="right">Debtor(s).</p>	<p>CASE NO.: 1:12-bk-17247-VK CHAPTER: 7</p> <hr/> <p align="center"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<p><b>Sale Date:</b> October 29, 2013</p>	<p><b>Time:</b> 2:00 pm</p>
<p><b>Location:</b> Courtroom 301, U.S. Bankruptcy Court, 21041 Burbank Blvd., Woodland Hills, CA 91367</p>	

**Type of Sale:**  Public  Private      **Last date to file objections:** October 15, 2013

**Description of property to be sold:** Residential Real Property located at 3325 Wrightwood Dr., Studio City, CA 91604

**Terms and conditions of sale:** Free and clear of liens pursuant to Bankruptcy Code §§ 363(b) and (f) and subject to overbids. Total purchase price is \$1,100,000 subject to overbids.

**Proposed sale price:** \$1,100,000.00

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): Attached hereto as Exhibit 1.

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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:

Property is to be sold free and clear of liens or other interests. Qualified bidders may bid at the auction sale on:

Date: October 29, 2013  
Time: 2:00 p.m.  
Location: Courtroom 301, U.S. Bankruptcy Court  
21041 Burbank Blvd., Woodland Hills, CA 91367

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

Bill Friedman, Realtor  
COLDWELL BANKER  
8840 S Sepulveda Blvd  
Los Angeles, CA 90045  
Telephone: (424) 702-3000 (office)  
(213) 200-2500 (cell)  
Email: billfried@earthlink.net

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Date: October 7, 2013

# **EXHIBIT 1**

### **Bidding Procedures**

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed with respect to the prospective sale (the "Sale") by David Keith 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 real property commonly known as 3325 Wrightwood Drive, Studio City, CA 91604 and legally described in Exhibit "A" attached hereto (the "Property") and all of Seller's and the Estate's rights appurtenant thereto.

Seller has currently entered into an agreement for the purchase and sale of the Property to Central California, LLC ("Buyer") (the "Sale Agreement"). 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 Property (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 Property, (iii) receive offers from Qualified Overbidders, and (iv) negotiate any offer made to purchase the Property (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 Property 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 Property, 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 Property 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 Residential Purchase Agreement and Joint Escrow Instructions: (i) acceptable in form to Seller (the "Overbid Purchase Agreement"), (ii) clearly marked to show any changes from the terms of the Sale Agreement, or (iii) on the same or more favorable terms as the Sale Agreement; provided, however, the purchase price in such proposed Overbid Purchase Agreement must be at least \$1,120,000;

(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 \$34,500.00; and;

(e) Written evidence of a commitment for financing or other evidence of ability to consummate the proposed transaction satisfactory to Seller in his sole discretion. Seller will consider a bid only if the bid is on terms that are not conditioned on obtaining financing.

A Qualified Overbidder is a Potential Bidder that delivers the documents described in subparagraphs (a), (b), (c), (d), and (e) 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), (d), and (e) 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 Property. 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 Property 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 Property 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, Andy Kong, Esq. of Arent Fox LLP at 555 West Fifth Street, 48<sup>th</sup> Floor, Los Angeles, California 90013 (fax: 213-629-7401; email: [andy.kong@arentfox.com](mailto:andy.kong@arentfox.com)) **on or before 3:00 p.m. PDT on October 24, 2013**. 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 Property 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 Property 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 Property.

Each Potential Bidder shall be deemed to acknowledge and represent he/she/it has had an opportunity to inspect and examine the Property and to conduct any and all due diligence regarding the Property 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 Property, 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 Property. Such Auction shall take place in Court on **October 29, 2013 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 Property 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 Property including, but not limited to (i) setting subsequent bid amounts in \$10,000.00 increments or such other amounts as the Bankruptcy Court may order provided however, that the initial overbid by a Qualified Bidder must be at least \$20,000.00 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 Property 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 Property.

### **Acceptance of Qualified Bids**

Seller presently intends to sell the Property 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 Property to the Successful Over-Bidder, any Good Faith Deposits submitted by Qualified Bidders shall be returned, along with interest accrued thereon, 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 Property, 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 TO EXHIBIT 1**

## SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this Report is:

a fee

Title to said estate or interest at the date hereof is vested in:

Brian P. Sullivan, a married man as his sole and separate property, subject to Item Nos. 10, 12, 13, 15, 16, 17, 18

Subject to proceedings pending in the bankruptcy court where a petition for relief was filed:

Name of Debtor: Brian P. Sullivan

Date of Filing: August 10, 2012

U.S. District Court: Central

Case No: bk-17247-VK

Disclosed by: Chapter 7

The land referred to in this Report is situated in the County of Los Angeles, State of California, and is described as follows:

THOSE PORTIONS OF LOTS 32 AND 33 OF TRACT NO. 24116, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 650, PAGES 75 TO 77, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF LOT 33 AND SAME BEING A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 188.24 FEET, SAID POINT BEING DISTANT THEREON AN ARC DISTANCE OF 4.17 FEET SOUTHWESTERLY FROM THE MOST EASTERLY CORNER OF SAID LOT 33; THENCE NORTHWESTERLY IN A DIRECT LINE TO THE MOST NORTHERLY CORNER OF SAID LOT 33, SAID CORNER BEING ALSO IN THE SOUTHWESTERLY LINE OF SAID LOT 32; THENCE NORTHWESTERLY, NORTHEASTERLY AND SOUTHEASTERLY ALONG THE BOUNDARY OF SAID LOT 33 TO THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE ON THE BOUNDARY OF SAID LOT 32 SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 57° 48' 00" EAST AND THE LENGTH OF 40 FEET; THENCE NORTHEASTERLY ALONG SAID CERTAIN COURSE 21.67 FEET; THENCE SOUTHEASTERLY IN A DIRECT LINE TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 32, SAID SOUTHEASTERLY LINE BEING THE CURVE HEREINBEFORE MENTIONED SAID POINT BEING DISTANT ON SAID CURVE 8.33 FEET SOUTHWESTERLY FROM THE MOST EASTERLY CORNER OF SAID LOT 32; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 32 AND 33, 75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY.

APN: 2380-014-039

## 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*) **October 7, 2013**, 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*) **October 7, 2013**, 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.

**October 7, 2013**  
Date

MANDI SANDSTROM  
Printed Name

*/s/ Mandi Sandstrom*  
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 Debtor Brian P Sullivan  
michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com

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

David Keith Gottlieb (TR)  
dkgtrustee@crowehorwath.com, dgottlieb@ecf.epiqsystems.com, renee.johnson@crowehorwath.com

Andy Kong on behalf of Trustee David Keith Gottlieb (TR)  
Kong.Andy@ArentFox.com

Russell H Rapoport on behalf of Creditor Jason Blaylock  
rrapoort@prllplaw.com

A Lysa Simon on behalf of Creditor Farmers Insurance Group Federal Credit Union  
culawyers@earthlink.net

United States Trustee (SV)  
ustpreion16.wh.ecf@usdoj.gov

**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

**U.S. Trustee**

United States Trustee (SV)  
21051 Warner Center Lane, Suite 115  
Woodland Hills, CA 91367-6550

**Debtor's Attorney**

Michael Jay Berger  
9454 Wilshire Blvd 6th Fl  
Beverly Hills, CA 90212-2929

**Buyer**

Central California LLC  
P.O. Box 5712  
Beverly Hills, CA 90209

**Investors Title Company**

Investors Title Company  
Attn: Jack Benadon  
3500 W. Olive Avenue, Suite 1190  
Burbank, CA 91505-4634

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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.

**State and Government Agencies**

Internal Revenue Service  
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

**Creditor Matrix**

David Keith Gottlieb (TR)  
15233 Ventura Blvd, 9th Floor  
Sherman Oaks, CA 91403-2250

Jeffrey L. Goss, Esq.  
Rubin & Goss, Attorneys at Law  
11925 Wilshire Blvd, Suite 300  
Los Angeles, CA 90025-6605

Chase  
Po Box 15298  
Wilmington, DE 19850-5298

Duane L. Bartsch, Esq.  
Brian G. Beecher, Esq.  
Bartsch & Webb  
317 Rosecrans Avenue  
Manhattan Beach, CA 90266-3241

Herb Fox, Esq.  
15 West Carrillo Street  
Santa Barbara, CA 93101-8217

Jason Blaylock  
3216 Wrightwood Drive  
Los Angeles, CA 90046

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

Internal Revenue Service  
Centralized Insolvency Operation  
PO Box 21126  
Philadelphia, PA 19114

Chase Mht Bk  
Attention: Bankruptcy  
Po Box 15298  
Wilmington, DE 19850-5298

American Express  
American Express Special Research  
Po Box 981540  
El Paso, TX 79998-1540

Internal Revenue Service  
Centralized Insolvency Operations  
Po Box 7346  
Philadelphia, PA 19101-7346

Farmers Ins Grp Fed Credit Union  
POB 36911  
Los Angeles, CA 90036-0911

Superior Court of CA - Los Angeles  
111 N. Hill St  
Los Angeles, CA 90012-3115

Brian P Sullivan  
3325 Wrightwood Drive  
Studio City, CA 91604-3939

BMW Financial Services NA, LLC  
c/o Ascension Capital Group  
P.O. Box 201347  
Arlington, TX 76006-1347

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

BMW Financial Services  
5517 Park Center  
Dublin, OH 43017

Daniel Sherlock, et al.  
3216 Wrightwood Drive  
Los Angeles, CA 90046

Farmers Ins Group F C  
4601 Wilshire Blvd Suite 110  
Los Angeles, CA 90010-3865

Investors Capital Group  
3500 W. Olive Avenue Suite 1190  
Burbank, CA 91505-4634

San Fernando Valley Division  
21041 Burbank Blvd  
Woodland Hills, CA 91367-6606

BMW Financial Services  
Customer Services Center  
P.O. Box 3608  
Dublin, OH 43016-0306

eCast Settlement Corporation,  
Assignee of Chase Bank USA, N.A.  
P.O. Box 29262  
New York, NY 10087-9262

American Express Centurion Bank  
c/o Becket and Lee LLP  
P.O. Box 3001  
Malvern, PA 19355-0701