

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number RON BENDER (SBN 143364) J.P. FRITZ (SBN 245240) LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234; Facsimile: (310) 229-1244 Email: RB@LNBYB.COM; JPF@LNBYB.COM	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: SANFORD DEUTSCH, Debtor(s).	CASE NO.: 1:12-bk-20070AA

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: July 17, 2013	Time: 10:00 a.m.
Location: U.S. Bankruptcy Courthouse, 3rd Floor, Courtroom 303; 21041 Burbank Blvd., Woodland Hills, CA 91367	

Type of Sale: Public Private Last date to file objections:
July 3, 2013

Description of Property to be Sold: Real Property Residence located at 370 N. June St., Los Angeles, CA 90004
Home in Hancock Park/Wilshire area of Los Angeles. Approximately 7,586 feet of home situated on a lot size of approximately
21,600 feet (approximately one-half an acre). Mediterranean residential property built in 1926.

Terms and Conditions of Sale: Unconditional sale price of \$3.5 million SUBJECT TO OVERBID
"AS IS, WHERE IS, BASIS WITH ALL FAULTS"
Pursuant to 363(f), the sale will be FREE AND CLEAR of all liens, claims, interests, and encumbrances.
Please see attached notice for more information.

Proposed Sale Price: \$3.5 million subject to overbid

Overbid Procedure (If Any): Please see attached notice at pp. 3-6 for overbid procedures
Requires a \$105,000 cashier check deposit delivered to Debtor's real estate broker or counsel before 5 p.m. on 7/16/13,

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

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):
Sale Hearing: July 17, 2013, at 10:00 a.m.
Courtroom 303, 21041 Burbank Blvd., Woodland Hills, CA
Contact: Ron Bender - 310-229-1234 (Counsel to Debtor) or
Contact: Naomi Campbell - 323-860-4245 (Broker for Debtor)

Date: 6/26/13

1 RON BENDER (SBN 143364)
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9 Attorneys for Chapter 11 Debtor and Debtor in Possession

10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **SAN FERNANDO VALLEY DIVISION**

13 In re:) Case No.: 1:12-bk-20070-AA
14)
15 SANFORD DEUTSCH.,) Chapter 11 Case
16)
17 Debtor and Debtor in Possession.) **NOTICE OF HEARING ON**
18) **DEBTOR’S MOTION FOR ENTRY OF**
19) **AN ORDER: (1) APPROVING SALE**
20) **OF RESIDENTIAL REAL PROPERTY**
21) **FREE AND CLEAR OF ALL LIENS,**
22) **CLAIMS AND INTERESTS; (2)**
23) **WAIVING THE 14-DAY STAY**
24) **PERIOD SET FORTH IN**
25) **BANKRUPTCY RULE 6004(h); (3)**
26) **APPROVING DISTRIBUTION OF**
27) **SALE PROCEEDS; AND (4)**
28) **GRANTING RELATED RELIEF AND**
) **OPPORTUNITY TO OVERBID**

) Hearing:
) Date: July 17, 2013
) Time: 10:00 a.m.
) Place: Courtroom 303
) 21041 Burbank Blvd.
) Woodland Hills, CA 91367

1 PLEASE TAKE NOTICE that a hearing will be held on July 17, 2013, at 10:00 a.m., for
2 the Bankruptcy Court to consider the motion (the "Motion") filed by Sanford Deutsch, the
3 chapter 11 debtor and debtor in possession in the above-captioned bankruptcy case (the
4 "Debtor"), seeking the entry of an order of the Bankruptcy Court (A) pursuant to 11 U.S.C. §
5 363(f) approving the Debtor's sale of a residential real property located at 370 N. June Street,
6 Los Angeles, California 90004 (the "June Street Property") free and clear of all liens, claims and
7 interests ("Encumbrances") to Focus Line LLC ("Focus") for \$3.5 million or to a successful
8 overbidder; (B) waiving the 14-day stay period set forth in Bankruptcy Rule 6004(h) to enable
9 the sale to close as quickly as possible; (C) approving the Debtor's proposed distribution of the
10 sale proceeds; and (D) granting certain other related relief. A more detailed analysis of the status
11 of this case and the bases for the Motion are set forth in the concurrently filed Memorandum of
12 Points and Declarations of Naomi Hartman and Sanford Deutsch
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15 The Debtor commenced his bankruptcy case by filing a voluntary petition under chapter
16 11 of the Bankruptcy Code on November 14, 2012. The Debtor continues to operate his business,
17 manage his financial affairs, and manage his bankruptcy estate as a debtor in possession pursuant
18 to sections 1107 and 1108 of the Bankruptcy Code.

19 The June Street Property is a mediterranean residential property located in the Hancock
20 Park/Wilshire area of Los Angeles. The June Street Property consists of approximately 7,586 feet
21 of home situated on a lot size of approximately 21,600 feet (approximately one-half of an acre).
22 It is a classic home with significant upside. However, the home was built in 1926 and is in need
23 of a significant amount of improvements.
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25 The Debtor is using Coldwell Banker ("CB") as the Debtor's real estate broker
26 (specifically Leah Brenner and Naomi Hartman at CB). CB began to aggressively market the
27 June Street Property for sale several weeks ago. While numerous prospective buyers expressed
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1 interest in purchasing the June Street Property and a number of them submitted offers for the June
2 Street Property, the best offer submitted for the June Street Property is a \$3.5 million
3 unconditional offer from Focus. In addition to offering the highest and best price for the June
4 Street Property, Focus waived all of the customary contingencies which are typically involved
5 with purchasing residential real property (e.g., an inspection) and agreed to have its bid be subject
6 to overbid before the Bankruptcy Court to insure that the highest price possible is being paid for
7 the June Street Property. Attached as Exhibit "1" to the concurrently filed declaration of Naomi
8 Hartman of CB is a copy of the purchase and sale agreement entered into between Focus and the
9 Debtor. Attached as Exhibit "2" to the concurrently filed declaration of Naomi Hartman of CB is
10 a copy of the addendum to the purchase and sale agreement entered into between Focus and the
11 Debtor which addresses the various bankruptcy issues related to the proposed sale, including the
12 fact that the sale will be subject to overbid at the sale hearing. Copies of the purchase and sale
13 agreement and the addendum can be obtained from counsel to the Debtor or from CB.
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16 **The Debtor's sale of the June Street Property is subject to overbid.** Any party who
17 wishes to overbid the purchase price offered by Focus must appear at the sale hearing on July 17,
18 2013 and comply with the following overbid procedures:

19 1. In order to be eligible to submit an overbid at the sale hearing and then participate
20 in any ensuing auction which would take place immediately thereafter, a prospective overbidder
21 will be required to deliver to CB or to the Debtor's bankruptcy counsel by 5:00 p.m. on July 16,
22 2013 (i.e., the day before the sale hearing) a cashier's check in the amount of \$105,000 (which is
23 equal to 3% of Focal's purchase price offer of \$3.5 million and the amount of the deposit that
24 Focal has placed into escrow). The prospective overbidder will receive their deposit check back
25 after the conclusion of the sale hearing if they are not deemed to be the winning bidder by the
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1 Bankruptcy Court at the sale hearing. The prospective overbidder's deposit will be retained if
2 they are deemed to be the winning bidder by the Bankruptcy Court at the sale hearing.

3 2. The initial overbid must be in the amount of at least \$3,525,000 or any higher
4 figure which is wholly divisible by \$25,000. Each subsequent overbid, including any made by
5 Focal, must be by an increment of \$25,000 or any higher figure which is wholly divisible by
6 \$25,000.
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8 3. The balance of any bid submitted will be deemed to include all of the terms
9 contained in the purchase agreement and addendum between Focal and the Debtor, and the
10 winning bidder will be deemed to be legal bound to all of the terms contained in the purchase
11 agreement and addendum between Focal and the Debtor. As a result, the winning bidder's
12 \$105,000 deposit will be deemed non-refundable and will be deemed forfeited to the Debtor's
13 bankruptcy estate if the winning bidder elects not to proceed with its purchase of the June Street
14 Property. Provided the Debtor obtains an entered order of the Bankruptcy Court approving the
15 Debtor's sale of the June Street Property to the winning bidder by August 31, 2013, the winning
16 bidder will be required to close its purchase of the June Street Property within ten days following
17 the date of entry of the Bankruptcy Court order approving the sale. If the Debtor does not obtain
18 an entered order of the Bankruptcy Court approving the Debtor's sale of the June Street Property
19 to the winning bidder by August 31, 2013, then both the Debtor and the winning bidder will have
20 the right to terminate the sale agreement by providing written notice of termination to the other, in
21 which case the winning bidder will be entitled to the immediate return of the winning bidder's
22 \$105,000 deposit and the Debtor and the winning bidder will have no further obligation to each
23 other.
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26 4. The winning bidder's sole remedy in the event that the sale fails to close as a result
27 of the Debtor's inability or failure to close for any reason, including, but not limited to, the reason
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1 of failure to obtain approval of the sale by the Bankruptcy Court, shall be the mutual release of
2 the winning bidder's and the Debtor's obligations to buy or sell the June Street Property and a full
3 refund of the winning bidder's deposit. In the event the winning bidder fails to close the sale for
4 any reason other than the Debtor's default, the winning bidder's deposit shall be paid over to the
5 Debtor and be retained by the Debtor as liquidated damages without further legal action.
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7 5. Other than the Debtor's obligation to deliver to the winning bidder an order of the
8 Bankruptcy Court approving the Debtor's sale of the June Street Property to the winning bidder
9 upon the terms contained in the sale agreement as modified by the addendum free and clear of all
10 existing liens and encumbrances against the June Street Property, the winning bidder will be
11 purchasing the June Street Property on an "AS IS, WHERE IS, BASIS WITH ALL FAULTS",
12 and the winning bidder may not rely upon and will not rely on any express or implied warranties,
13 guarantees, statements, representations or information pertaining to the June Street Property
14 which have been furnished or provided by the Debtor or any of the Debtor's agents or
15 representatives, including the Debtor's lawyers or real estate broker. The winning bidder
16 acknowledges that the winning bid for the June Street Property takes into account the fact that the
17 June Street Property is being sold on an "AS IS, WHERE IS, BASIS WITH ALL FAULTS". The
18 winning bidder further acknowledges that the winning bidder has had the opportunity to perform
19 whatever inspections the winning bidder deems necessary or desirable to satisfy itself as to the
20 status of the June Street Property, including as it relates to, among other things, the actual square
21 footage of the June Street Property and the related lot size and any permits related to the June
22 Street Property or any improvements or physical changes made to the June Street Property. The
23 winning bidder further warrants and represents to the Debtor that the winning bidder is relying on
24 its own review, inspections and investigations of the June Street Property and is not relying on
25 any information provided to the winning bidder by the Debtor or any of the Debtor's agents or
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1 representatives, including the Debtor's lawyers or real estate broker. The winning bidder assumes
2 the risk that adverse matters, including, but not limited to, defects or other adverse physical
3 aspects to the June Street Property may not have been revealed by the winning bidder's review,
4 inspections and investigations of the June Street Property.

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6 PLEASE TAKE FURTHER NOTICE that any objection to the Motion must be filed with
7 the Bankruptcy Court and be served on counsel to the Debtor by no later than July 3, 2013.

8 PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court may determine that any
9 party in interest, including any creditor who asserts a lien against the June Street Property, who
10 does not file a timely objection to the Motion will be deemed to consent to the relief requested by
11 the Debtor in the Motion.

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13 Dated: June 26, 2013

SANFORD DEUTSCH

14 By: /s/ Ron Bender
15 RON BENDER
16 JOHN-PATRICK M. FRITZ
17 LEVENE, NEALE, BENDER,
18 YOO & BRILL L.L.P.
19 Attorneys for Chapter 11
20 Debtor and Debtor in Possession
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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:
10250 Constellation Boulevard, Suite 1700, Los Angeles, California 90067

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 26, 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*) **June 26, 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*) **June 26, 2013**, 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.

Hon. Alan Ahart Served by Personal Delivery
U.S. Bankruptcy Court
21041 Burbank Blvd., Ctrm 303
Woodland Hills, CA 91367

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 26, 2013
Date

Lourdes Cruz
Printed Name

/s/ Lourdes Cruz
Signature

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

Ron Bender on behalf of Debtor Sanford Deutsch
rb@Inbyb.com

Steve Burnell on behalf of Creditor JPMORGAN CHASE BANK, N.A.
sburnell@frankel-tennant.com

Irwin Chasalow on behalf of Defendant Sanford Deutsch
, tyandnatcook@yahoo.com

Alan J Cohen on behalf of Interested Party Courtesy NEF
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Leslie A Cohen on behalf of Creditor Ethan Christopher LLC
leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;Brian@lesliecohenlaw.com

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Joseph A Eisenberg on behalf of Interested Party Courtesy NEF
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Lisa Hill Fenning on behalf of Creditor Mizrahi Tefahot Bank, Ltd.
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Jessica E Flynn on behalf of Creditor NISSAN-INFINITI LT.
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tmg@jmbm.com, we1@jmbm.com;fc3@jmbm.com

David S Hagen on behalf of Creditor Tri-State Surgical Supplies, Inc.
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Asa S Hami on behalf of Creditor Committee Official Committee Of Unsecured Creditors
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Asa S Hami on behalf of Interested Party Courtesy NEF
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John P Kreis on behalf of Interested Party JOHN P KREIS
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Lewis R Landau on behalf of Creditor Ellen Copeland
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Lewis R Landau on behalf of Creditor William Kelly, Trustee
LLandau@HorganRosen.com

Lewis R Landau on behalf of Interested Party Courtesy NEF
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Lewis R Landau on behalf of Interested Party Ellen Copeland
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Lewis R Landau on behalf of Plaintiff Ellen Copeland
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Lewis R Landau on behalf of Plaintiff William Kelly, Trustee
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Ann G Lee on behalf of Creditor Verdugo Plaza Pharmacy, Inc.
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Ann G Lee on behalf of Plaintiff Verdugo Plaza Pharmacy, Inc.
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Seth H Lieberman on behalf of Interested Party Courtesy NEF
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Tom Roddy Normandin on behalf of Interested Party Courtesy NEF
tnormandin@pnbd.com, nwong@pnbd.com

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

Kelly M Raftery on behalf of Creditor Nationstar Mortgage LLC, its assignees and/or successors
bknotice@mccarthyholthus.com

Cassandra J Richey on behalf of Interested Party Courtesy NEF
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S Margaux Ross on behalf of U.S. Trustee United States Trustee (SV)
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Jaime K Shean on behalf of Creditor Far East National Bank
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